

**REQUEST FOR PROPOSALS**  
**FOR**

**SYSTEM POINT OF ENTRY (SPOE)**  
**FOR LOUISIANA'S EARLYSTEPS PART C SYSTEM**

EARLYSTEPS, LOUISIANA'S EARLY INTERVENTION SYSTEM  
LOUISIANA OFFICE OF PUBLIC HEALTH  
DEPARTMENT OF HEALTH AND HOSPITALS  
TUESDAY, July 12, 2005

## **I.REQUEST FOR PROPOSAL**

### **A. Introduction**

This Request for Proposals (RFP) package contains all of the information and forms necessary to complete and submit one or more proposals for System Point of Entry (SPOE) for Early Steps, Louisiana's Early Intervention System as defined herein. The RFP is organized to promote an orderly, expeditious analysis of the RFP requirements for the Department of Health and Hospitals (DHH) Office of Public Health (OPH). The package will provide a basis for developing proposals that contain all of the information necessary for the OPH to conduct its evaluations and subsequent selection. The RFP contains several attachments, which establish the minimum requirements for the submitted proposals. Any addenda to the RFP will be issued to all known potential proposers in advance of the proposal due date to allow for necessary changes, if any. It is the obligation of the proposer to thoroughly understand the provisions of this RFP.

### **B. Background**

Early Steps is Louisiana's Early Intervention System (EIS) for infants and toddlers ages birth to three years who have an established medical condition-either physical or mental-with a high probability of resulting in a developmental delay or who, without an established medical condition, are determined to be delayed in cognitive, physical, communication, social/emotional or adaptive development. The system focuses on enhancing the development of infants and toddlers with disabilities, minimizing potential for developmental delay, and maximizing independent living. Early Steps served 4,522 children on December 1, 2004. Early Steps services are provided by independent providers and agencies that are enrolled in the system through the Central Finance Office (CFO). The Louisiana's EIS operates under the requirements set forth by Part C of P.L. 108-446, the Individuals with Disabilities Education Improvement Act (IDEA).

There is a minimum of 16 early intervention services as defined under Section 303.12 of 34 CFR Part 303, Early Intervention for Infants and Toddlers with Disabilities (Part C of the Individuals with Disabilities Education Act), that the State must make available to eligible children and their families. All referenced regulations can be found on the Internet at the following link: [www.ideapractices.org/law/regulations/indexPartC.php](http://www.ideapractices.org/law/regulations/indexPartC.php).

As required by 34 CFR 303.321, a comprehensive child find system ensures that all infants and toddlers in the State who are eligible for services under Part C are identified, located, and evaluated. Through collaborative efforts of the Lead Agency, State Interagency Coordinating Council (SICC), and various other state agencies including education, health, and social services, infants and toddlers are identified and referred for evaluation and assessment to determine eligibility for early intervention services under Part C.

Eligibility for Early Steps is determined by a multidisciplinary team through a process that results in a written plan agreed determined by the IFSP team based on a family's concerns/child's needs which describes the services that are authorized for the eligible child. This written plan is known as the Individualized Family Service Plan (IFSP) and is defined under 34 CFR 303.340 (b). The IFSP is developed in conjunction with the child's family and is periodically reviewed to assess progress and determine modifications or revisions; if necessary.

### **Louisiana's Implementation of the Part C Early Intervention System:**

The OPH has implemented a number of infrastructure and operating procedures for Early Steps. The OPH will continually update the system to remain in conformance with the Office of Special Education Program (OSEP) monitoring report and statutory and regulatory requirements of the Public Law 108- 446 and applicable regulations 34 CFR 303. The contractor must adhere to all policies and procedures as defined by OPH.

### **Continuous Improvement and Focus Monitoring System (CIFMS):**

As lead agency for Part C of the Individuals with Disabilities Education Improvement Act (IDEA) services, the OPH is required by OSEP to supervise and monitor the Early Intervention System as defined by P.L. 108-446.

The Louisiana Early Steps Continuous Improvement and Focus Monitoring System is a system of review that includes data, public input, and administrative documentation.

(See Attachment D). There are four types of monitoring reviews:

- Ongoing Desk Review – All system components are reviewed using data from the Early Intervention Data System (EIDS).
- Scheduled Monitoring Review – Routine onsite review of system components (SPOE's, FSC's and Providers).
- Responsive Monitoring Review – Special onsite review triggered by data or public input.
- Focused Monitoring Team Review - Onsite review that is based on specific indicators determined by the Early Steps Stakeholder Group each year.

### **System Funding:**

EarlySteps is supported by a number of federal and state sources funds. A child enrolled in the system may have multiple funding sources supporting the implementation of the IFSP. The funding for all Part C early intervention services, as determined by the OPH, may include private insurance, family cost participation, LaCHIP, Medicaid, Title V/Maternal Child Health, Title V/Children with Special Health Care Needs, state general revenue and federal Part C funds. In an effort to maximize all applicable funding sources for each eligible child, the Central Finance Office handles the issuance and processing of authorizations and payment to providers.

### **State Interagency Coordinating Council (SICC)/Regional Interagency Coordinating Councils (RICCs):**

The federal regulation for Part C of IDEA, 34 CFR 303.600, requires the establishment of a State Interagency Coordinating Council to advise and assist the OPH in its responsibilities for the Part C System. In addition to the state council, OPH has developed Regional Interagency Coordinating Councils (RICCs) with membership requirements and objectives which are similar to the SICC.

### **Early Steps Providers:**

The OPH maintains and will increase as needed the number of Early Steps providers who meet the personnel criteria under the federal Part C regulations and State rules. The Central Finance Office (CFO) maintains a list of providers on the Service Matrix. The Service Matrix lists all providers qualified to provide the various Early Steps services.

### **Child Data System Design and Management:**

The OPH has implemented a child data system so that information is available to local and state planners for quality assurance, financial forecasting, and budgeting purposes. Each SPOE will maintain early intervention records and be required to maintain data within the OPH provided child data system.

### **Federal Part C Regulation:**

..."Service coordination means the activities carried out by an individual to assist and enable an eligible child and the child's family to receive the rights, procedural safeguards and services that are authorized ...under the state's early intervention program."

Each eligible child and the child's family must be provided with one Family Service Coordinator who is responsible for:

1. Coordinating all services across agency lines, and
2. Serving as the single point of contact in helping parents to obtain the services and assistance they need.

### **System Points of Entry (SPOE):**

Nine (9) System Points of Entry (SPOEs) will be established statewide as a result of this RFP for all children referred to the Early Steps System. Under this RFP, the Contractor will be responsible for providing Intake Service Coordination and monitoring the provision of services. The SPOE will be responsible for providing Family Service Coordination in the event of personnel shortages.

The Intake Service Coordinators at each SPOE will be responsible for facilitating the process for a child and family from referral through the intake and eligibility determination process to the completion of a child's initial IFSP. The Family Service Coordinators (FSCs) will be responsible for ongoing coordination of early intervention services and other services that the child needs. The FSC is responsible for annual re-determination of eligibility and completion of the annual IFSPs.

Specific Service Coordination responsibilities include:

1. Processing referrals received to determine eligibility.
2. Assisting parents of eligible children in gaining access to all services identified in the Individual Family Service Plan (IFSP).
3. Ensuring appropriate IFSP teams are established to determine appropriate levels of services.
4. Ensuring the services listed on the IFSP is appropriately identified to meet the individual child and family outcomes.
5. Coordinating the provision of early intervention services and other services (such as medical services for purposes other than diagnostic and evaluation reasons) that the child needs or is being provided.
6. Facilitating the timely delivery of available services.

7. Continuously seeking the appropriate services and situations necessary to benefit the development of each child being served for the duration of the child's eligibility.
8. Ensuring child is appropriately transitioned.

In addition, in the event of Medicaid reimbursement, the SPOE will be required to obtain a Case Management License through DHH and become a Medicaid enrolled provider to provide support coordination to the Infant/Toddler with Special Needs (ITSN) population upon notice by DHH, OPH.

### **Subcontract Statement**

Under this RFP subcontracting is permissible to perform the activities of the RFP. The contractor will be responsible for ensuring the subcontractor meets all requirements as outlined in the RFP.

### **C. Purpose of RFP**

The purpose of this RFP is to solicit proposals from agencies that can provide System Point of Entry (SPOE) for the Early Steps System. A contract is necessary to serve as an Early Steps' System Point of Entry (SPOE) on behalf of the Department of Health and Hospitals in one (1) or more of the DHH/OPH regions as identified on Attachment C-DHH Regional Map and SPOE Region. The contractor must indicate the amount proposed to perform the services for each DHH region for which it submits a proposal. The contractor must indicate the specific DHH region for which it is submitting a proposal throughout the context of the proposal. A separate proposal must be submitted for each DHH region. There will be one (1) SPOE per region established to provide services in the nine (9) DHH Regions.

### **D. Invitation to propose**

The OPH is inviting potential proposers to submit proposals for services to provide SPOE Early Intervention Services with a public health Lead Agency. The proposer must adapt to all Medicaid case management requirements for Infants and Toddlers with Special Needs, and to meet federal Part C required timelines for referral, evaluation and the completion of the initial IFSP in accordance with the specifications and conditions set forth herein. The estimated duration of the project is for 9 months beginning October 1, 2005. DHH reserves the right to renew or extend the contract for two additional twelve (12) month periods. Under no circumstances shall the maximum contract period exceed 36 months.

### **E. RFP Coordinator**

All questions must be presented in writing and addressed to and received by Arlette Armour no later than noon of July 19, 2005 at the following: Response to written questions will be available on the website according to the Schedule of Events.

Attn: Arlette Armour, MPA  
Early Steps, Louisiana's Early Intervention System  
325 Loyola Avenue, Room 605  
New Orleans, LA 70112  
EMAIL: [amarmour@dhh.la.gov](mailto:amarmour@dhh.la.gov) OR FAX (504) 599-1082

**F. Schedule of Events (DHH reserves the right to deviate from this Schedule of Events)**

Schedule of Events	Schedule
Public Notice of RFP by advertising in Official Journal of the State and in local newspaper.	July 12
Receipt of written questions	July 19
Response to Written Questions	July 25
Deadline for Receipt of Proposals	August 8
Proposal Evaluation	August 15-17
Winning Proposer Notified/Unsuccessful proposers notified by mail	August 26
Contract Negotiations Begin	August 29 – September 2
Contract Begins	October 1

**II. Project overview**

**A. Project Task**

The proposal must describe the background and capabilities of the proposer, give details on how the services will be provided, and the proposer's proposed cost. It should also include information that will assist the OPH in determining the level of quality and timelines that may be expected. Work samples of previous projects may be included as part of the proposal. The successful proposer must work closely and cooperatively with the OPH.

The ultimate goal of the project is to provide services in accordance with provisions and requirements set forth herein and in a manner satisfactory and acceptable to the OPH. In addition, the contractor shall not be permitted to be an actual biller for Part C Early Intervention System (EIS) in the specific DHH region (s) for which it is awarded a contract.

**B. Objectives/Scope of Work/Deliverables (See Attachment E for Performance Indicators)**

The contractor will provide services to meet the needs of an Early Intervention System and federal Part C required timelines for referral, evaluation and completion of initial Individualized Family Service Plan (IFSP). The contractor will implement all System Point of Entry (SPOE) activities in compliance with federal Part C and DHH rules and regulations for Infants and Toddlers with Special Needs.

**1. Service Requirements - Referral, Orientation, and Intake:**

The contractor shall provide qualified and trained Intake Service Coordinator(s), as specified herein, to provide the required services and serve as the contractor representative for System Point of Entry services in each region awarded where EarlySteps referrals shall be received.

- a. The contractor shall receive referrals from a parent, guardian, doctor, teacher, other service provider, etc. and must respond and offer an Intake Service Coordinator to any individual referred within two (2) business days either through a personal face to face interview or telephone contact. If a personal face to face interview is not conducted during the initial contact, the contractor must make arrangements with the family for such face to face interview within ten (10) business days of the date of referral. Whenever possible, the contractor must conduct the face to face interview with the family in the family's natural environment or document why this could not be done.
- b. During the initial face to face interview with the family, the contractor shall introduce the family to the Early Steps system and shall fully educate the family, in the family's primary language or other mode of communication (including in writing), about the family's procedural safeguards and right to due process under Part C of the Individuals with Disabilities Education Act.
- c. After a thorough review of the procedures and safeguards, the contractor shall obtain informed written consent from the parent/legal guardian to participate in the Early Steps System in order to proceed with the intake process.
- d. After obtaining the informed written consent, the contractor shall initiate requests for existing information from appropriate health, medical, educational, and other community services.
- e. The contractor shall interview the family and obtain information from other sources regarding the referred child including current procedures for developmental screening.
- f. The contractor will obtain all relevant information from the family to complete all necessary forms including income, family cost participation, Medicaid eligibility verification and insurance verification.
- g. The contractor shall work with the Early Steps central and regional office staff in relation to the surrogate parent system in the region awarded. The contractor's role includes: Submitting any such names and addresses to the OPH for appropriate surrogate parent action, using the state developed form. Assist the OPH in recruiting surrogate parent volunteers, being available to assist the OPH with local surrogate parent training if necessary; review the child's situation in regards to whether a parent or guardian is present and determine if a referred child would benefit from a surrogate parent; within ten (10) business days of the child's initial referral to the contractor, the contractor must complete and return to the OPH the designated form for each child believed to be eligible to receive a surrogate appointment based on the criteria set forth under 34 CFR 303.406. The OPH shall appoint a surrogate parent and inform the contractor of the appointment.
- h. Upon completion of the above intake process, the contractor shall communicate with any/all referral sources by using a standard acknowledgement notifying the referral source that the referral was received, is in process, and advising the source of the next steps. This shall be done within fourteen (14) calendar days of receipt of the referral. The format for the standard acknowledgement will be provided to the contractor by the OPH.

**Performance Indicators: See Attachment E**

The contractor will be responsible for performing the duties as described in the RFP and maintaining the performance indicators as outlined in Attachment E.

## **2. Service Requirements - Eligibility Determination Requirements**

- a. The contractor shall advise and fully educate the parent/legal guardian about the family's procedural safeguards and right to due process related to eligibility determination as set forth under 34 CFR 303.400-460. This shall be done in the family's primary language or any other applicable method of communication (including in writing). Contractors shall also obtain relevant OPH and federal releases and consents for additional eligibility determination activities.
- b. After receipt of parent/legal guardian authorization, the contractor shall arrange or collect relevant assessments and evaluations, shall coordinate a comprehensive developmental screening (Ages & Stages Questionnaires), and/or shall conduct comprehensive parent interviews to determine areas of delay or concerns.
- c. The contractor must have a multidisciplinary team available to review the diagnostic materials and assessments and assist with the eligibility determination in accordance with federal Part C regulations. This team may be an existing in house multidisciplinary team who has experience with young children or be selected from the Early Steps enrolled early intervention providers. Contractors should not include costs for a multidisciplinary team in this proposal.
- d. The contractor shall complete data entry for essential and necessary diagnostic and/or developmental specialty assessments/evaluations as needed to determine eligibility. The contractor shall use the data entry protocol, established by the OPH, to transmit the information for authorization based upon the number of established times per week. After completion of all evaluations, the contractor must facilitate the determination of eligibility as required under Part C of IDEA and state and federal regulations. The multidisciplinary team makes the determination of eligibility.

### **Performance Indicators: See Attachment E**

The contractor will be responsible for performing the duties as described in the RFP and maintaining the performance indicators as outlined in Attachment E.

## **3. Service Requirements- Needs Assessment and Individualized Family Service Plan (IFSP) and Transitions**

For each child determined eligible for Early Steps, the following shall apply:

- a. The contractor shall assist the family in choosing a Family Service Coordinator and Providers from the Service Matrix.
- b. The contractor shall work with the family to assemble an IFSP team which shall consist of the following members and provide notice of the IFSP team meeting at a minimum of five (5) days:
  - the parent or parents of the child,
  - other family members, requested by the parent(s) if feasible,
  - an advocate or person outside of the family, at parent's request,
  - the Family Service Coordinator selected by the family at the time of the initial referral, as defined under 34 CFR 303.23, that has been designated responsible for the implementation of the IFSP.
  - person or persons directly involved in conducting the evaluations and assessments if a person directly involved in conducting an evaluation and/or assessment is unable to attend an Individualized Family Service Plan team meeting, the contractor must make arrangements for that person's involvement through other means, such as participation by telephone conference call or



through pertinent records that are available at the meeting. A knowledgeable authorized representative may also attend the meeting as a substitute for the person unable to attend (34 CFR 303.343 (a) (2) (ii)],

- service providers to the child and/or family (34 CFR 303.343), as appropriate, and
- the Early Intervention Consultant to ensure a consultative model and in a cost-efficient manner, as appropriate.

- c. The contractor shall facilitate and coordinate the necessary multidisciplinary team for the initial Individualized Family Service Plan (IFSP) meeting and complete all necessary forms within 45 calendar days of receipt of referral.
- d. The contractor shall follow all steps for referral/transitions for children referred to the Office of Citizens with Developmental Disabilities (OCDD) and the local school for services after age 3. Maintain a hard copy paper file of transition meeting and documentation of all paper sent to OCDD and the local school system.

**Performance Indicators: See Attachment E**

The contractor will be responsible for performing the duties as described in the RFP and maintaining the performance indicators as outlined in Attachment E.

**4. Record Keeping System Requirements**

The contractor will maintain all early intervention records in accordance with the applicable regulations under the Individuals with Disabilities Education Improvement Act (IDEA), Family Education Rights and Privacy Act (FERPA) and Education Department General Accounting Rules (EDGAR).

- a. For each child referred to the contractor, the contractor must establish, maintain, and update both a hard copy paper file and electronic file record as described below regardless of the outcome of the intake process (i.e. eligible or not, accept or decline services, etc.). The contractor shall utilize the software provided by the OPH for all data entry to establish and maintain the communication link between the contractor's records and the child data system.
- b. The contractor must maintain all notices of actions and consents; family service documentation including meeting notifications, IFSP reviews/evaluations, new IFSPs, key correspondence, and releases in the hard copy file record in the format required and must enter the required information into the child data system as appropriate.
- c. The contractor must maintain a current Early Steps Practice Manual from the OPH website at [www.oph.dhh.state.la.us/earlysteps](http://www.oph.dhh.state.la.us/earlysteps) (Click on For Providers). The Practice Manual includes policies, rules, and practice information specifically pertaining to Systems Points of Entry. The manual describes minimum procedures combined with best practice ideas and options. The contractor shall utilize approved Early Steps forms for record keeping. Instructions for completing each of the required forms are included in the Practice Manual. The Contractor must enter all required data elements within the required timelines as outlined in the Practice Manual.

- d. The contractor must ensure that consistent and comprehensive data is available in the child data system to assist the OPH in:
- Identification of gaps in the local service delivery system and the need for resource development, personnel recruitment, etc;
  - Financial forecasting and fund acquisition,
  - Expansion of the OPH's ability to locate and identify eligible children (Child Find) and their families and ensure access to early intervention services,
  - Determining if all appropriate process steps are being followed.
- e. The contractor shall protect all child and family information, medical records, and data elements collected, maintained or used in the administration of the contract from unauthorized disclosure as set forth under 34 CFR 303.460. The contractor must provide safeguards that restrict the use or disclosure of information concerning children and families to purposes directly connected with the administration of the contract. All records, reports, documentation, data, and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the State of Louisiana. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the OPH. All employees or subcontractors of the contractor will be required to sign a statement agreeing to the confidentiality provisions of the contract as required by the OPH.
- f. The contractor must maintain financial, time, and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the OPH. These records must be made available at all reasonable times to the OPH and/or its designees and the legislative auditor during the contract period, any renewal period, and for the period of time specified below for retention of records.
- g. the contractor shall retain all books, records, evidence, and other documents relevant to the contract for a period of five (5) years after final payment and the completion of an audit (if an audit is performed). If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of all issues which arise from it, those records involved must be kept until the resolution of such action or until the end of the regular five (5) years period, whichever is later. The contractor shall allow authorized representatives of the State of Louisiana agencies and the federal government to inspect these records upon request.

**5. Personnel: All personnel qualifications are contingent upon approval of the OSEP.**

By no later than October 1, 2005, or other date as specified in writing by the OPH, the contractor must have the necessary number of personnel oriented and available to provide the services required in the contract. The contractor must provide the actual number of Intake Service Coordinators, Intake Service Coordinator Supervisors and Early Intervention Consultant(s) necessary to provide all services required herein. Each Intake Service Coordinator must comply with the qualification requirements listed below. Appropriate personnel requirements for the Intake Service Coordinators will be in compliance with 34 CFR 303.361 and further defined in the current Early Steps Practice Manual. The contractor shall provide any additional support necessary such as data support to assist the Intake Service Coordinators in providing the services required herein. The contractor must ensure that each Intake Service Coordinator and Supervisor meet the personnel standards as established by Medicaid and OPH.

**Early Intervention (EI) Consultant(s):**

Each SPOE must have on staff or contract with an Early Intervention Consultant(s) on staff. The number of EI Consultants will depend on the number of referrals for the SPOE (See Attachment G) for recommended number of EI Consultants. This individual(s) will perform the following duties:

- a. The EI Consultant(s) will assist with eligibility determination by interpreting and synthesizing child information with the Eligibility team.
- b. The EI Consultant(s) will assist staff with identification of additional information needed for eligibility or IFSP development.
- c. The EI Consultant(s) will assist SPOE staff to interpret assessment reports and what results mean for IFSP development.
- d. The EI Consultant(s) will assist IFSP teams with the development of intervention strategies and services through a consultative model of service delivery, including the determining the frequency and intensity of services and mode of service delivery.
- e. The EI Consultant(s) will review IFSPs and revisions for appropriate early intervention strategies and services
- f. The EI Consultant(s) works with Regional Coordinator to develop and provide technical assistance to the IFSP team that addresses issues identified in the review.
- g. The EI Consultant (s) must provide OPH a monthly report of any inappropriate IFSPs/revisions submitted.

**Qualifications: Early Intervention Consultant**

Master's degree in one of the following: early childhood education, child development, occupational therapy, physical therapy, speech language pathology, nursing, psychology, or social work. An individual who holds a Master's degree and a certificate in Early Intervention also meets the educational qualification.

AND

3 years experience as an early intervention provider, working in a developmental service delivery model for early intervention with children ages birth through two with disabilities.

**Documentation of Early Intervention Consultant**

Personnel records of each Early Intervention Consultant must include the following:

- Applications/resume
- Driver's license
- Proof of auto insurance
- Diploma/transcript
- Verification of experience
- Begin/termination dates
- Annual evaluations by supervisor
- Salary documentation
- Fingerprinting
- Training completed

## **Intake Service Coordinator**

### **Qualifications: Intake Service Coordinator**

A Bachelor's degree in one of the following human service fields, from an accredited institution in the areas of:

- psychology
- Special education
- counseling
- child life and family studies
- General Studies with a major concentration in either of the above listed human services fields

AND

One (1) year of full-time paid post-degree experience in a human service- related field providing direct recipient services or case management/service coordination.

Thirty (30) hours of graduate level course credit in the human service-related field may be substituted for the year of required paid experience.

OR

A licensed registered nurse;

AND

One (1) year of full-time experience as a registered nurse in public health or a human service-related field providing direct recipient services or case management/service coordination.

Thirty (30) hours of graduate level course credit in the human service-related field may be substituted for the year of required paid experience.

OR

A Bachelor's or Master's degree in Social Work from a social work program accredited by the Council on Social Work Education.

Experience gained as part of the educational process, i.e., a field placement, internship or practicum, is part of the qualifying education and may not be counted toward the post-educational experience.

Experience gained while employed in a position in which minimum qualifications were not initially met cannot be counted toward the required experience.

Experience as a teacher does not qualify as direct services.

OR

A Bachelor's or Master's degree in occupational therapy, speech therapy, physical therapy or dietetics/nutrition;

AND

Two (2) years of full-time paid post-degree experience providing direct recipient services to children birth to three in one of the following areas:

- case management/service coordination
- health related services for children with special health care needs

Note: One (1) year of this experience must be in providing direct services to one of the targeted waiver populations.

### **Documentation of Intake Service Coordinator**

Personnel records of each Intake Service Coordinator must include the following:

- Application/resume
- Driver's license
- Proof of auto insurance
- Diploma/transcript
- Verification of experience
- Begin/termination dates
- Annual evaluations by supervisor
- Salary documentation
- Fingerprinting

### **Intake Service Coordinator Supervisor**

#### **Qualifications: Intake Service Coordinator Supervisor**

Master's degree in Social Work, Psychology, Nursing, Counseling, Rehabilitation Counseling, Education with Special Education Certification, Occupational Therapy, Speech Therapy, Physical Therapy or General Studies with a major concentration in a human services-related field from an accredited institution

AND

Two (2) years of paid full-time post-Master's degree experience in a human service-related field providing direct recipient services or service coordination; one year of this experience must be in providing direct services to the target populations to be served

OR

Bachelor's degree in Social Work from a Council on Social Work Education Accredited program

AND

Three (3) years of paid full-time post-Bachelor's degree experience in a human service-related field providing direct recipient services (teaching experience does not apply) or case management/service coordination. One (1) years of this experience must be in providing services to at least one of the target or waiver populations to be served;

OR

A licensed registered nurse

AND

Three (3) years paid full-time experience after licensure as a registered nurse in public health or human services-related field providing direct service or service coordination; two (2) years of this experience must be in providing direct services to at least one of the target populations;

OR

Bachelor's degree in a human service-related field including but not limited to Psychology, Education, Counseling, Rehabilitation Counseling or General Studies with a major concentration in a human services-related field from an accredited institution;

AND

Four (4) years of paid full-time Bachelor's degree experience in a human service-related field providing direct services or service coordination. Two (2) years of this experience must be in providing direct services to at least one of the targeted populations to be served.

Note: Teaching experience does not apply to the qualifications as direct service for a service coordination supervisor.

Thirty (30) hours of graduate level course credit in the human service-related field may be substituted for one year of the required experience. All experience must be obtained after completion of the degree or licensure and must be professional level experience.

Note: Experience gained as part of the educational process, i.e., a field placement, internship or practicum, is part of the qualifying education and may not be counted toward the post-educational experience.

OR

An Intake Coordinator Supervisor from a 2004-2005 System Point of Entry contracted agency or 2004-2005 FSC Supervisors from a FSC agency with experience and training in the Early Steps System.

### **Documentation of Intake Service Coordinator Supervisor**

Personnel records of each Intake Service Coordinator Supervisor must include the following:

- Application/resume
- Driver's license
- Proof of auto insurance
- Diploma/transcript
- Verification of experience
- Begin/termination dates
- Annual evaluations by Supervisor
- Salary documentation
- Fingerprinting

**Nurse Consultant:**

Nurse Consultant available through direct employment or contract during regular business hours for 16 consultation hours per month. Nurse Consultation is available to the SPOE's through the Office of Public Health Regional Health Unit. Nurse Liaisons, employed by DHH, provide consultation on medical diagnosis, impact of medical diagnosis on development, eligibility issues, and general child development.

**Qualifications: Nurse Consultant:**

A Louisiana registered nurse with a bachelor's degree in Nursing and one year of paid experience as a registered nurse in a public health or human service field providing direct recipient services or case management. No substitutions for the bachelors' degree in nursing will be allowed.

**Documentation of Nurse Consultant**

Personnel records of each Nurse Consultant must include the following:

- Application/resume
- Diploma/transcript
- Verification of experience

**Additional Personnel Requirements:**

- Substitution of Personnel - The contractor agrees and understands that the State of Louisiana's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the OPH. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the OPH's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Louisiana agrees that an approval of a substitution will not be unreasonably withheld.
- Part time Intake Service Coordinators are allowable.

**6. Caseload**

The contractor must ensure that each Intake Service Coordinator and Intake Service Coordinator Supervisor comply with the required caseload as established by Medicaid and OPH.

- Full-time Intake Service Coordinator must have a minimum active caseload of 25 referrals and a maximum caseload of 50 referrals per month.
- Part-time Intake Service Coordinator must maintain a minimal of ½ of the required caseloads of full-time and must work a minimum of 20 hours per week.
- A supervisor may carry 8% of a caseload for each Intake Service Coordinator supervised fewer than eight (8). A supervisor may not use more than 50% of his or her time in managing a caseload. An individual who meets the supervisory qualifications described above must supervise any supervisor who carries a caseload.

**Documentation of Caseload**

- Tracking record of referrals and intake caseloads.

## **7. Supervision**

Effective supervision includes direct review, assessment, teaching and monitoring of family-centered practices, problem solving, and feedback regarding the performance of service coordination services. Supervisors are responsible for assuring quality services, managing assignments of caseloads, directing staff in meeting outcomes, and arranging for training (as appropriate). The supervisor, according to the SPOE's written policy on performance evaluation, must evaluate Intake Service Coordinators at least annually.

### **Intake Service Coordinator Supervisor/Manager**

- Each Intake Service Coordinator Supervisor/Manager must not supervise more than eight (8) full-time Intake Service Coordinators or other professional-level human service staff.
- Must be employed 40 hours per week.
- Individual, face-to-face sessions to review cases, assess performance, and provide feedback for improving performance. This individual supervision must occur at least one time per week per Intake Coordinator for a minimum of one hour.
- Group meetings with all service coordination staff to problem-solve, provide feedback, and collegial support.
- Joint sessions in which the supervisor accompanies an Intake Service Coordinator to meet with a family for purposes of teaching, coaching, and giving feedback to the Intake Service Coordinator regarding performance.
- Case record review. A minimum of 10% of each Intake Service Coordinator's caseload must be reviewed for completeness, compliance with licensing standards, and quality each month.
- Completion of self assessment of staff as defined by Early Steps.
- The supervisor is accountable for the training, experience and activities of the Intake Service Coordinator and will be responsible to develop and implement an Individual Employee Supervision Plan (IESP) that designates the training, field experience, and peer relationships for a period of no less than (1) year. The supervision must include the following:
  - Supervise the Intake Service Coordinator on a daily basis for a period of three months.
  - After the three months, an assessment shall be completed to identify areas on which to focus training and supervision. If all areas are covered in the first 3-month period, supervision may begin occurring less frequently, but no less than 3 times per week for the remainder of year of training.
- The supervisor shall sign all case record documentation.

### **Documentation of Supervision**

- Each supervisor is required to maintain a file on each Intake Service Coordinator supervised that contains:
  - Date, time, and content of the supervisory session; and
  - The results of the supervisory case review which addresses completeness and adequacy of records, compliance with standards, and effectiveness of services.

## **8. Training:**

The contractor must ensure that each Intake Service Coordinator and Intake Service Coordinator Supervisor completes required training and meetings and specific modules listed below provided by OPH. All required modules must be completed within 6 months of employment. Additionally, the OPH and/or Medicaid may require personnel to attend other trainings at a later date.



- EarlySteps Training Requirements:
  - SPOE training modules to include: Module 1: Orientation – 6 hours (All Intake Service Coordinators and Supervisors must complete orientation prior to caseload assignment); Module 2: Evaluation and Assessment– 12 hours; Module 3: Individual Family Service Plan (IFSP) – 12 hours and Service Coordination–18 hours;
  - SPOE software training
  - Orientation to Early Steps by Regional Coordinator
  - Technical Assistance shall be provided at a minimum of 1 hour per month with the Regional Coordinator in region served; meetings may increase based on the SPOE needs. All SPOE staff are required to attend monthly meetings.
- Medicaid Training Requirement:
  - Orientation- at least sixteen (16) hours must be provided to all staff, volunteers, and students within five (5) business days of employment. A minimum of eight (8) hours of the orientation training must cover orientation to the target population including, but not limited to, specific service needs and resources. This orientation must include, at a minimum:
    - Case Management Provider policies and procedures.
    - Medicaid and other applicable DHH policies and procedures.
    - Confidentiality.
    - Documentation in case records.
    - Parent's Right under Part C.
    - Recipient rights protection and reporting of violations.
    - Recipient abuse and neglect reporting policies and procedures.
    - Recognizing and defining abuse and neglect.
    - Emergency and safety procedures.
    - Data management and record keeping.
    - Infection control and universal precautions.
    - Working with the target populations.
    - Professional ethics.
    - Outcome measures.
  - New employee may not be given service coordinator responsibility until the orientation is satisfactorily completed. This additional training may be counted as part of the required 40 annual hours.
  - Individuals who supervise Intake Service Coordinators must complete a minimum of 40 hours of training a year. Suggested topics for supervisory training include:
    - Professional ethics
    - Process for interviewing, screening, and hiring staff
    - Orientation/in service training of staff
    - Evaluating staff
    - Approaches to supervision
    - Managing caseload size
    - Conflict resolution
    - Documentation
    - Time management

## **Documentation of Training**

- In personnel record- Time, date, trainer, trainer's qualifications and agenda signed by supervisor.
- In personnel record- Documentation of training provided by outside agencies to include certificate of attendance signed by trainer or training organizations.
- In personnel record- documentation of all training records having an on-going balance of accrued training.

## **9. Office Operations and Procedures**

In cooperation with the OPH, the contractor shall develop procedures for performance of the services as required herein. The procedures must be completed by no later than October 1, 2005, or other date as specified in writing by the OPH, and must ensure the implementation of the provisions of the Early Steps system in a prompt, professional, family-centered, equitable, consistent, and culturally competent manner.

- The procedures must ensure that each referred child is guaranteed equal and timely access to the services available through the Early Steps system, or through referral to other appropriate services, regardless of the nature of the child's disability or the degree of disability, family educational/socioeconomic status, primary language or geographic location.
- The procedures must ensure that families receive accurate and timely information, knowledge of choices or options available, and that they are given an explanation of their rights, opportunities and responsibilities under Part C federal and state law.
- The procedures must ensure that providers and service coordinators receive accurate and timely information.
- The procedures must be designed to facilitate access for children and their families to systems and services that will assist in meeting their needs including those related to the child's developmental concerns as well as enhancing the family's capacity in meeting the special needs of their child.
- The procedures must ensure the confidentiality of data, including medical records, payment information, child and family information, and early intervention service records.
- The procedure must ensure that data is entered accurately and timely.
- The contractor shall agree and understand that the local early intervention service providers and referral sources will be required to maintain collaborative efforts so that the contractor will be able to respond in a timely manner to each referral so as to avoid unnecessary steps or delays for families upon referral for Early Steps services.
- The contractor must maintain a Policy Manual to include the following:
  - Anti-discrimination
  - Evaluations
  - Promotion
  - Disciplinary actions
  - Termination
  - Employee grievances

- The contractor must document a Continuous Quality Improvement (CQI) Plan and include in the Policy Manual and submit to EarlySteps Central Office for approval.
- The contractor must have written plan for conducting a self-evaluation and report findings to OPH as established guidelines.
- The contractor must abide by all reporting requirement established by OPH including monthly report, corrective action plan report, self assessments and Individual Family Service Plan (IFSP) report.

## **10. Authorizing Early Intervention Services**

Early intervention providers are dependent upon the Intake Service Coordinator for service authorizations that can later be used for billing. Since payment is dependent upon authorizations, Intake Service Coordinators complete service details accurately. This must be done no later than 2 business days of the completion of the IFSP or IFSP review.

### **C. Resources Available to Contractor**

The OPH/Early Steps, Louisiana's Early Intervention System will designate a Contract Monitor who will be responsible for primary oversight of the contract. This individual will schedule meetings to discuss progress of activities, and problems identified.

### **D. Contact Personnel:**

All work performed will be under the direct supervision of: Nichole M. Dupree, Program Manager

Contract Contact:  
 Arlette Armour, MPA  
 Department of Health and Hospitals  
 Office of Public Health  
 Early Steps, Louisiana's Early Intervention System  
 325 Loyola Avenue, Room 605  
 New Orleans, LA. 70112  
 Phone: (504) 599-1072  
 FAX: (504) 599-1082  
 Email: [amarmour@dhh.la.gov](mailto:amarmour@dhh.la.gov)

### **E. Term of Contract**

The contract shall commence on or about the date approximated in the Schedule of Events. OPH reserves the right to renew or extend the contract, but is under no obligation to do so. Under no circumstances shall the total contract period exceed 36 months without proper approval from the State of Louisiana, Division of Administration, Office of Contractual Review. The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations for the year from exceeding revenues for the year, or for any other lawful purpose, and the effect of such reduction is to provide sufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated.

## **F. Payment**

The contractor shall submit deliverables in accordance with established timelines and shall submit monthly report (See Attachment F) and itemized invoices monthly. Payment of invoices is subject to approval of OPH Program Manager for Early Steps. Invoices must be submitted by the 15th of each month following the month of services and will be paid to the contractor no later than 45 calendar days after the Department approves the billing. Monthly reports must be submitted 5 calendar days following the month of service to ensure timely payment of invoices.

## **III. PROPOSALS**

### **A. Proposal Preparation**

This section outlines proposal provisions that determine compliance of each Proposer's response to the RFP. Failure to comply with any requirement may result in the rejection of the proposal. The agency shall determine, at its sole discretion, whether or not the RFP provisions have been reasonably met. The proposal must describe the background and capabilities of the proposer, give details on how the services will be provided, and include a breakdown of proposed costs. It should also include information that will assist the State in determining the level of quality and timeliness that may be expected. Work samples may be included as part of the proposal.

1. An Item-by-item response to the Request for Proposals is requested.
2. There is no intent to limit the content of the proposals, and proposers may include any additional information deemed pertinent. Emphasis should be on simple, straightforward and concise statements of the proposer's plan to satisfy the requirements of the RFP.
3. Proposal Outline (proposals should follow the outline as follows )
  - a. Introduction
  - b. Understanding of Project Scope/Deliverables
  - c. Relevant Corporate Experience
  - d. Personnel Qualifications and Other Resources
  - e. Cost and Pricing Analysis
  - f. Administrative Data
  - g. Corporate Financial Condition
  - h. Assignments
  - i. Additional Information
  - j. Warranty Against Cost Disclosure and Broker Fees
  - k. Location of Active Office with Full Time Personnel in Louisiana.
4. Content of Proposal Outline Listed Above

#### **a. Introduction**

Should contain summary information about the proposer's organization and its ability to satisfy provisions of the Request for Proposal and confirm that the proposer has the ability to perform those services and enter into a contract with OPH.

## **b. Understanding of Project Scope, Needs, and Objectives / Deliverables**

Should state the proposer's knowledge and understanding of the needs and objectives of the following agencies: Department of Health and Hospitals, Bureau of Health Services Financing (Medicaid), the Office of Public Health (OPH) and its programs, as related to the scope of this RFP. The contractor chosen as a result of this RFP must follow all provisions of the Individuals with Disabilities Education Act (IDEA) and the Family Educational Rights and Privacy Act (FERPA) and all other applicable federal and state laws, rules.

Work Plan – The work plan should be presented as follows:

- 1) Breakdown into logical tasks and time frames all work to be performed, accompanied by an assessment of relative difficulty for each task. Proposer should provide a strategic overview including a summary of marketing elements.
- 2) Identify all assumptions or constraints on tasks.
- 3) Estimate time involved in completion of tasks.
- 4) Identify critical tasks. If subcontractor is to be used, all information required of proposer shall be required of subcontractor.
- 5) Document adequately describing procedures to protect the confidentiality of records in OPH databases, including records in databases that may be transmitted electronically via e-mail or the Internet.

## **c. Relevant Corporate Experience**

The purpose of this item is to evaluate the relevant experience, resources, and qualifications of the proposer. In this section the proposer should provide an organizational chart displaying its overall structure including if awarded, the structure of the SPOE as it relates to the organization. The proposal shall indicate the organization has a record of prior successful experience in the design and implementation of systems/programs sought through this RFP. Proposers should include statements specifying the extent of responsibility on the projects and a description of the projects' scope and similarity to the projects outlined in this RFP.

All experience under this section should be in sufficient detail to allow an adequate evaluation by the Department. In particular, the proposer's experience with the implementation of early intervention systems, systems for infants and toddlers, and/or systems for children with special health care needs. If current contractor of SPOE or FSC services, proposer shall include a summary of previous monitoring findings conducted by the OPH and how the organization corrected any areas of non-compliance.

The proposer should have, within the last 12 months, completed a similar type project. Proposers should give at least two customer references for projects completed in at least the last 24 months. References should include the name and telephone number of each contact person. A statement of the proposer's involvement in litigation that could affect this work must be included.

#### **d. Personnel Qualifications and Other Resources**

The purpose of this item is to evaluate the qualifications of proposed staff to be assigned to the project and other resources needed to provide services in the contract. All staff must meet the qualifications established by the Medicaid and OPH. The adequacy of personnel for the proposed project team will be evaluated on the basis of project tasks, population in proposed area to be served, and allocation and level of involvement of staff and professional skill. Resumes of key personnel proposed shall be included and contain at a minimum the following:

- 1) Experience with proposer
- 2) Previous experience in evaluation, design, and/or implementation of similar programs described in detail
- 3) Educational background

#### **e. Cost and Pricing Analysis**

Proposer must specify costs for performance of tasks and methodologies of payment. Proposal must include all anticipated costs of successful implementation of all deliverables outlined. An item by item breakdown of costs must be furnished in the proposal. The cost breakdown must also include the cost of any equipment necessary to satisfy the scope of work. The SPOE Personnel Chart (see Attachment G) provides proposers with the estimated number of Intake Service Coordinators and Supervisors needed for each SPOE. This estimate is for Intake Service Coordinators, Supervisors and Early Intervention Consultants and does not reflect other necessary staff that may be needed for efficient office operations. The numbers for each SPOE reflects the average number of referrals for each SPOE within the defined region from July 1, 2003 – April 30, 2005. Consideration was given to the number of referrals, time necessary to work each referral and number of referrals that would move from intake to initial IFSP development and ongoing Service Coordinator. (See Attachment B - Cost Sheet).

#### **f. Administrative Data**

The proposal should include the following administrative data:

1. Name and address of principal officer; phone number, fax number & email address.
2. If the proposer was engaged by DHH within the past twenty-four (24) months, indicate the contract number and/or any other information available to identify the engagement; if not, so state; and
3. Proposer's state and federal tax identification numbers.
4. Proposer shall guarantee that the entire proposal submitted shall become a contractual obligation and valid if a contract is awarded.

#### **g. Corporate Financial Condition**

Proposal should include for each of the last three (3) years, copies of financial statements, preferably audited, including at least a balance sheet and profit and loss statement, or other appropriate documentation which would demonstrate to the Department the proposer's financial resources sufficient to conduct the project.

## **h. Assignments**

Any assignment, pledge, joint venture, hypothecation of right or responsibility to any person, firm or corporation should be fully explained and detailed in the proposal. Information as to the experience and qualifications of proposed subcontractors or joint ventures should be included in the proposal. In addition, written commitments from any subcontractors or joint ventures should be included as part of the proposal.

## **i. Additional Information**

Proposers may be required by DHH to provide additional information concerning proposals.

## **j. Warranties**

The following 2 items must be included in the proposal:

**Warranty Against Cost Disclosure:** The proposer shall warrant that it has not discussed or disclosed price or cost data with DHH prior to the opening of the proposal and that all price and/or cost data have been arrived at independently without consultation, communication or agreement with any competitor.

**Warranty Against Broker's Fees:** The proposer shall warrant that it has not employed any company or person other than a bona fide employee working solely for the proposer or a company regularly employed as its marketing agent to solicit or secure the contract. The proposer shall also warrant that it has not paid or agreed to pay any company or person other than the bona fide employee working solely for the proposer as its marketing agent any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the contract.

## **k. Location of Active Office with Full Time Personnel**

Include office location (address) with full and part time personnel in Louisiana within the region(s) as defined in Attachment C-DHH Regional Map and SPOE Regions.

By no later than October 1, 2005, or other date as specified in writing by the OPH, the contractor shall provide a fully operational location in each region awarded for receipt of referrals of children believed to be eligible for the provision of Part C services as defined under IDEA.

- The contractor's SPOE location shall guarantee the availability and accessibility of the SPOE to the community during routine business hours (8:00am – 4:30pm) 52 weeks a year.
- Contractor must maintain answering services during closed office hours must be checked on a daily basis and all calls must be responded to within 24 hours.
- Contractor must post office hours on door.
- The location must be accessible in compliance with the Americans with Disabilities Act (ADA).
- The contractor's SPOE location must be an accessible public business location and shall not be in a personal home.

At a minimum, the contractor's SPOE location shall have operational for use the following computer and office equipment/materials:

- Pentium IV with at least a 1.9 GHz Processor
- Windows NT/2000 Operating System
- 256 MB or higher RAM
- 40G or higher Hard Disk Drive
- CD/RW
- Network connection for internet access and email capabilities, preferably one protected by a firewall
- 17 inch Monitor
- B/W or Color printer
- Office furniture including desk, chair, locked and fireproof file cabinet.
- Fax machine.
- All other supplies, materials, and equipment necessary to perform the requirements stated herein including surge protector for all office equipment.
- Full screen kit of Ages and Stages Questionnaire (ASQ), once awarded.
- Having a phone line dedicated to accepting Early Steps referrals available 24 hours.
- Answering the phone using the term "Early Steps".
- Displaying external signage on the SPOE location door and building which reads "Early Steps".

## **B. Submission of Proposal**

The State requests that eleven (11) copies of the proposal be submitted to the RFP Coordinator at the address specified prior to 4:00pm, CDT, Monday, August 8, 2005. At least one (1) of the proposals must contain original signature and should be clearly marked to differentiate from the other copies of the proposal. Any proposals received after the closing date and time will not be considered.

The original will be retained for incorporation by reference in any contract resulting from this RFP. The proposal must be signed by those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority must be submitted with the original proposal.

### **Submit Proposals to:**

Arlette Armour, MPA  
Department of Health and Hospitals  
Office of Public Health  
Early Steps, Louisiana's Early Intervention System  
325 Loyola Avenue, Room 605  
New Orleans, LA. 70112

## **C. Criteria and Selection Methodology for Evaluation**

The evaluation of the proposals will be based on the criteria listed below. Evaluations will be conducted by a Proposal Review Committee. Members of the Proposal Review Committee shall be appointed by Sharon Howard, Assistant Secretary of the Office of Public Health.



Evaluation criteria scoring will be based on a possible total of 100 points. Each evaluator will score each proposal and the proposal with the highest combined total score will be recommended for award. The following criteria will be used to evaluate proposals.

1. Understanding of Scope of Work and ability to meet the deliverables of Early Steps, Louisiana's Early Intervention System.
2. Relevant Corporate Experience: The proposer's experience and/or past performance as a SPOE or FSC in implementing services similar to those to be provided under this RFP.
3. Personnel Qualifications and Other Resources: The proposed staffing will be judged on the skills and experience of the management and personnel in developing the elements proposed in the RFP.
4. Cost and Pricing Analysis/Proposal Cost.

$$\text{CPS} = (\text{LPC}/\text{PC}) * 25$$

CPS = Cost proposal score  
LPC = Lowest Proposal Cost of all Contractors  
PC = Proposal Cost

5. Corporate Financial Condition: The organization's financial solvency will be evaluated. The proposer's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be given special emphasis.

## Evaluation Criteria

The Proposal Review Committee will review according to the following evaluation criteria and their assigned weights:

Evaluation Criteria	Point Total
Understanding of Scope of Work/Deliverables	40
Relevant Corporate Experience	20
Personnel Qualifications/Other Resource	10
Cost and Pricing/Analysis/Proposal Cost	25
Corporate Financial Condition	5
Total Points	100

The State will award the contract to the proposer with the highest graded proposal. All proposers will be notified of the contract award.

## **D. Other Logistics**

1. Proposal Cost - all costs of the preparation and submission of the proposal shall be assumed by proposer.
2. Communication and Correspondence pertaining to RFP

All inquiries concerning the RFP shall be submitted to the RFP Coordinator:

- a) All questions must be submitted in writing by the date specified in the schedule of events; a copy of all questions and answers will be sent to all known proposers.
- b) Action taken as a result of verbal discussion shall not be binding on the Department. Only written communication and clarifications from the Department liaison shall be binding.
- c) For deadline for receipt of proposals, please refer to Schedule of Events.
- d) In the event it becomes necessary to revise any portion of the RFP for any reason, DHH- Early Steps, Louisiana's Early Intervention System shall distribute addenda, supplements and/or amendments to all potential proposers known to have received the RFP.
- e) All proposals become the property of DHH and will not be returned to the proposer. The Department shall have the right to use all ideas or adaptations of ideas contained in any proposal received in response to this solicitation. Selection or rejection of the offer will not affect this right. Once an award is made, all proposals will become subject to the Louisiana Public Record Law.

**3. Contact after Solicitation Deadline** - After the date for receipt of proposals, no proposer- initiated contact relative to the solicitation will be allowed between the proposers and DHH until the award is made.

**4. Rejection and Cancellation** - Issuance of this solicitation does not constitute a commitment by DHH to award a contract or contracts. The Department reserves the right to reject any or all proposals received in response to this solicitation.

**5. Completeness of Information** - Failure to furnish adequate information specifically required in this solicitation may disqualify a proposal.

**6. Award without Discussion** - The Secretary of DHH reserves the right to make an award without presentations by potential proposer or further discussion of proposals received.

**7. Proprietary Information** – Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked confidential in its entirety may be rejected without further consideration or recourse.

**8. Retainage** – A 10% retainage will be withheld from all billings under the contract as surety for performance. This retainage will be released at the end of the contract year, if the services have been satisfactorily performed.

An additional 5% retainage will be withheld per month based on the performance indicators #3 and #4.

(See Attachment E). This retainage will be released quarterly, if services have been satisfactorily performed.

#3 Ensuring appropriate IFSP teams are established to determine appropriate level of services.

#4 Ensuring the services listed on the IFSP is appropriately identified to meet the individual child and family outcome.

## II. CONTRACTUAL TERMS

A. The contract between DHH and the Contractor shall include the standard DHH contract form (CF-1) including a negotiated scope of work, the RFP and its amendments and addenda, and the Contractor's proposal. The CF-1 contains basic information and general terms and conditions of the contract to be awarded. (See Attachment A)

**B. Mutual Obligations and Responsibilities:** The state requires that the mutual obligations and responsibilities of DHH and the successful proposer be recorded in a written contract. While final wording will be resolved at contract time, the intent of the provisions will not be altered and will include all provisions as specified in the attached CF-1.

C. In addition to terms of the CF-1 and supplements, the following will be incorporated into the contract awarded through this RFP:

1. **Personnel Assignments:** Contractor cannot remove key personnel from the contract without prior written approval of the Secretary of DHH. Personnel should be identified, if possible, and must be the individuals who will work directly on the project. Percentage of time, work-hours committed or other identification of the proposed level of effort shall be submitted.

2. **Force Majeure:** The contractor and the Department are excused from performance under contract for any period they may be prevented from performance by an Act of God, strike, war, civil disturbance, epidemic or court order.

3. **Order of Precedence:** The contract shall, to the extent possible, be construed to give effect to all provisions contained therein; however, where provisions conflict, the intent of the parties shall be determined by giving a first priority to provisions of the contract excluding the RFP and the proposal; second priority to the provisions of the RFP; and third priority to the provisions of the proposal.

4. **Board Resolution/Signature Authority:** The contractor, if a corporation, shall secure and attach to the contract a formal Board Resolution indicating the signatory to the contract is a corporate representative and authorized to sign said contract.

5. **Warranty to Comply with State and Federal Regulations:** The contractor shall warrant that it shall comply with all state and federal regulations as they exist at the time of the contract or as subsequently amended.

6. **Warranty of Removal of Conflict of Interest:** The contractor shall warrant that it, its officers, and employees have no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of services hereunder. The contractor shall periodically inquire of its officers and employees concerning such conflicts, and shall inform the Department promptly of any potential conflict. The contractor shall warrant that it shall remove any conflict of interest prior to signing the contract.

- 7. Certificate of Authority:** If contractor is domiciled outside of Louisiana, the contractor shall provide the Department with a Certificate of Authority to do business in Louisiana as issued by the Louisiana Secretary of State's Office and provide written assurance to the agency from contractor's legal counsel that the contractor is not prohibited by its articles of incorporation, bylaws or the laws under which it is incorporated from performing the services required under the contract.

### **Acceptance of Deliverables**

The DHH and its agencies will be sole judges of the acceptability of all services delivered under the contract.

### **Administrative Sanctions**

Listed below are the possible administrative sanctions that the OPH may impose against a contractor:

- Initial Warning- Warning shall be given through written notice or consultation
- Require Education in System Policies and Billing Procedures- Each contractor that has been sanctioned may be required by the OPH to participate in a provider education system as a condition of continued participation. Contractor education systems may include a letter of warning or clarification on the key provisions of the Part C system under IDEA including but not limited to the review of provider manuals, federal timelines for referral and intake activities and other activities related to Systems Points of Entry services deemed necessary by the OPH.
- Prior Authorization- The OPH may require prior authorization of services
- Suspension of New Referrals- If the OPH determines that the contractor is out of compliance with this contract, the OPH may instruct the specified entity (ies) to suspend the contractor's referral of new participants under this contract. The OPH, when exercising this option, must notify the contractor in writing of its intent to suspend new linkages prior to the beginning of the suspension period. The suspension period may be for any length of time specified by OPH or may be for an indefinite length of time. The Secretary of the DHH may require the provider to correct any deficiencies that served as the basis for the suspension as a condition of reinstatement.
- Withhold Payment- The OPH may suspend or withhold portions or the entirety of monthly payments on the following grounds:
  - If OPH determines the contractor failed to provide one or more of the necessary covered contract services as outlined in the CF1 attached and RFP, the OPH may direct the contractor to provide such service or withhold a portion of the contractor's monthly payments for the following month or subsequent months, such portion withheld to be equal to the amount of money the OPH must pay to provide such services. The contractor shall be given written notice prior to the withholding of any monthly payment.
  - If the OPH determines that the contractor has failed to perform an administrative function required under the contract, the OPH may withhold a portion of future monthly payments to compensate for the damages equal to the costs of the administrative function. For the purposes of this section,

“administrative function” is defined as any contract obligation other than the actual provision of contract services.

### **Sanctions for Violation, Breach or Non-Performance of Contract**

The OPH will monitor and evaluate the progress of the contractor in meeting the specifications of this RFP and the contract. The evaluation will emphasize the contractor’s ability to meet timelines and supply deliverables as a SPOE of Early Steps, Louisiana’s Early Intervention Services including qualifications, requirements, duties, and obligations as defined herein.

In the event of a failure to meet the performance requirements as listed in this RFP and contract or federal regulations under Part C of IDEA when damage is sustained by the State, the contractor shall pay to the State the actual costs of The State’s damages. Written notice of said failure to perform shall be provided to the contractor within thirty (30) calendar days of the State’s discovery of such failure. The contractor shall have five (5) business days from the date of receipt of the written notification of a failure to perform the tasks necessary to effectively alleviate the failure. Additional days may be approved at the discretion of the OPH.

Upon receipt by the OPH of evidence of noncompliance by the contractor with any of the Provisions of the contract, the OPH reserves the right to suspend or limit system point of entry activities or reduce or suspend monthly payments until the condition of noncompliance has been remedied. Such sanctions will not be applied until after written notification to the contractor. The OPH reserves the right to resort to other remedies provided by law or as provided herein and to terminate the contract.

In the event of any breach of the terms of the contract by the contractor, liquidated damages may be assessed against the contractor in an amount equal to the costs of obtaining alternative system point of entry services for the recipient(s). The damages shall include the difference in the negotiated form of payment that would have been paid to the contractor and the rates paid to the replacement contractor or for fee-for-service payments. The State may withhold payments to the contractor for liquidated damages until such damages are paid in full or may recover liquidated damages from the 10% retainage payable to the OPH. The OPH has the right to recover any amounts overpaid as the result of deceptive practices by the contractor and/or its subcontractors and may consider and impose trebled damages, civil penalties, and/or other remedial measures.

Administrative sanctions may be imposed against any contractor for any of the exclusive actions/ occurrences listed in the following section. Administrative sanction means any administrative action applied by the OPH against a contractor which is designed to remedy inefficient and/or illegal practices which are in noncompliance with the contract, applicable Louisiana DHH policies and procedures, statutes and regulations, quality of care standards, or noncompliance with the requirements of the Request for Proposals and/or contract between the contractor and the Department of Health and Hospitals.

The contractor must adhere to the established Continuous Improvement and Focus Monitoring System process to correct areas of non-compliance as outlined in Attachment D.

Impositions of any liquidated damages shall not be suspended. Any and all liquidated damages shall become due and payable upon written notification from the OPH. Failure to remit within ten (10) working days shall result in withholding of the contractor’s monthly payments until all outstanding liquidated damages are paid.

## **Misconduct for Which Sanctions May Be Imposed**

In addition to the factors discussed above, the OPH may impose sanctions against any contractor if the agency finds any of the following non-exclusive actions/occurrences. These actions/occurrences include but are not limited to:

- Contractor is not complying with the OPH's policies, rules and regulations, or with the terms and conditions prescribed in the contract setting forth the terms and conditions applicable to the participation of each contractor in the delivery of Systems Point of Entry Services.
- Contractor has submitted a false or fraudulent proposal.
- Contractor is not properly licensed or qualified, or such contractor's professional license, certificate or other authorization has not been renewed or has been revoked, suspended, or otherwise terminated.
- Contractor has engaged in a course of conduct or has performed an act for which official sanction has been applied by the certifying authority, professional peer group, or peer review board or organization or continues such conduct following notification by the licensing or reviewing body that said conduct should cease.
- Contractor has failed to correct deficiencies in its delivery of services after having received written notice of these deficiencies from the OPH.
- Contractor, its owners, officers or directors have been convicted of a criminal offense relating to performance of the contract with the OPH or of fraudulent billing practices or of negligent practice resulting in death or injury to the contractor's recipient.
- Contractor has presented, or has caused to be presented, any false or fraudulent claim for services or has submitted or has caused to be submitted false information to be furnished to the state Department of Health and Hospital or the United States Secretary of Health and Human Service.
- Contractor has engaged in a practice of charging and accepting payment (in whole or part) from recipients for services for which the OPH made a payment.
- Contractor has rebated or accepted a fee or portion of fee or charge for a recipient referral.
- Contractor has failed to repay or make arrangements for the repayment of identified overpayments or otherwise erroneous payments.
- Contractor has failed to keep or make available for inspection, audit or copying, such records regarding payments claimed for providing services.
- Contractor has failed to furnish any information requested by the OPH regarding payments for providing goods or services.
- Contractor has made, or caused to be made, any false statement or representation of a material fact in connection with the administration of the contract.
- Contractor has furnished goods or services to a recipient, which is harmful to the recipient, or of

grossly inferior quality. All such determinations are to be based on competent medical judgment and evaluation.

- Contractor has filed a false statement that does not result in an immediate or direct reimbursement. (i.e. overstating data in the present year, the effect of the fraud may not be fully realized until sometime in the future.)
- Contractor and any of its subcontractors who either directly or indirectly gives, offers, or promises anything to a health care official, or offers or promises a health care official to give any thing of value to another person with intent to influence or reward any acts or decisions of any health care official exercising authority in any state funded contract, or to influence such official to commit or aid in the commission or conspiracy to allow any fraudulent activity in a state funded contract, or to induce such official to engage in any conduct in violation of the lawful duty of such official- being a contract official- directly or indirectly demands, solicits, receives, accepts or agrees to accept any thing of value personally or for any other person or entity for which the giving of would violate all applicable aforementioned sanctions.
- Contractor engages in any unfair or deceptive marketing practices in connection with soliciting or providing any direct care services with any other provider or contractor. Unfair or deceptive marketing practices shall include but not limited to:
  1. False, misleading oral or written statement, visual description, advertisement, or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading recipients with respect to any case management or direct care services, contractor or other Medicaid provider.
  2. Representation that a contractor or provider offers any service, benefit, access to care, or choice which it is not authorized to provide.
  3. Representation that a contractor or provider has any status, certification, qualification, sponsorship, affiliation, or licensure which it does not possess.
  4. Failure to state a material fact if the failure deceives or tends to deceive.
  5. Offering any kickback, bribe, award, or benefit to any Louisiana recipient as an inducement to select, or to refrain from selecting any contractor, or other Medicaid provider.
  6. Use of the Medicaid recipient or other information which is confidential, privileged, or which cannot be disclosed to or obtained by the user without violating a state or federal confidentiality law, including medical records information or information which identifies the recipient or any member of his or her group as a recipient of any government sponsored or mandated welfare system.
  7. Use of any device or artifice in advertising a contractor or soliciting a recipient, which misrepresents the solicitor's profession, status, affiliation, or mission.

### **Scope of Sanctions**

A sanction may be applied to all known affiliates of a contractor provided that each decision to include an affiliate is made on a case-by-case basis after giving consideration to all relevant facts and circumstances. The violation, failure, or inadequacy of performance may be imputed to a person with whom the contractor is affiliated where such conduct was accomplished within the course of his/her official duty or was effectuated by him/her with the knowledge or approval of such person.

Suspension from participation of any contractor shall preclude such contractor from receiving monthly payments for any services or supplies provided under the SPOE contract except for those services or supplies provided prior to the suspension or termination.

No contractor shall submit data to the agency or other central financing authority for any services or supplies provided by a person within such an organization who has been terminated or suspended from participation in the Medicaid system except those services or supplies provided prior to the suspension or termination. The contractor shall not enroll or do business with any provider who has been terminated by the Medicaid system or other such state or federally regulated system.

When a contractor violates the provisions aforementioned, the OPH may suspend the contractor or terminate the contract or require that such individual person within such organization who is responsible for such violation be terminated.

#### **Disposition of Program Sanctions:**

Program Sanctions are imposed due to findings of non-compliance with program regulations, policies, and procedures including monitoring findings and/or IFSP timeline non-compliance.

Level of Compliance	Timeline for Correction	Monthly Percent of Payment Withheld
Level 4	Must be at Level 2 in 3 months Must be at Level 1 in 6 months	15%
Level 3	Must be at Level 2 in 3 months Must be at Level 1 in 6 months	10%
Level 2	Must be at Level 1 in 6 months	5%

If a compliance level is not improved at the 3-month follow up monitoring, the lead agency will withhold a portion of the monthly invoices until improvement occurs. Please refer to the above table for exact percentages withheld. The SPOE agency will be placed in an At Risk of Contract Termination Status. The agency will receive a Notice of Warning and be listed on the Early Steps website as an At Risk agency, and the above stated portion of payment will be withheld.

If significant improvement is not made at the 6-month monitoring, the SPOE agency will be considered in default and OPH will proceed to contract termination.

In accordance with Federal law (Public Law 95-142, Section 7), a contractor or any of its affiliates who have been convicted of criminal offenses related to its participation in Medicaid shall be automatically suspended from participation as a contractor of System Point of Entry services under Part C of IDEA.



## **Bankruptcy**

The contract is also subject to termination upon the filing of a bankruptcy petition under Federal Bankruptcy Law, unless such petition shall have been dismissed within thirty (30) days of the filing of it. If contract is terminated under this provision, the letter of credit, performance bond or retainage amount shall be forfeited.

## **Transition**

Upon expiration, termination, or cancellation of the contract, the contractor shall assist the OPH to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the OPH. The contractor shall provide and/or perform any or all but not necessarily be limited to the following services/responsibilities if requested in writing by the OPH:

The contractor shall agree and understand that all computer and office equipment/materials and supplies requirements herein shall become the property of the State of Louisiana. The contractor shall deliver Free-On-Board (FOB) destination, all such computer and office equipment/materials and supplies to the OPH and/or to the OPH's designee within 10 business days of the OPH's written request. In addition, the contractor shall deliver, Free-On-Board (FOB) destination, all records, reports, documentation, data, and material developed or acquired by the contractor as a direct requirement specified in the contract to the OPH and/or to the OPH's designee within 10 business days of the OPH's written request.

The contractor shall discontinue providing services or accepting new assignments under the terms of the contract on the date specified by the OPH in order to insure the completion of such service prior to the expiration of the contract.

## **Contractor Liability**

The contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor assumes the obligation to save the State of Louisiana, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

The contractor also agrees to hold the State of Louisiana, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Louisiana, including its agencies or employees. However, the contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Louisiana, including its agencies or employees.

## **Attorney Fees**

In the event the State should prevail in any legal action arising out of the performance or non-performance of this contract, the contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees and costs. The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

## **Insurance**

The contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Louisiana, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

## **Contractor Status**

The contractor represents itself to be an independent contractor offering such services and shall not represent itself or its employees to be an employee of the State of Louisiana. The contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other employee benefits, and agrees to indemnify, save, and hold the State of Louisiana, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

## **Subcontractors**

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and to ensure that the State of Louisiana is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Louisiana and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Louisiana prior to establishing any new subcontracting arrangements and before changing any subcontractors.

## **Coordination**

The contractor shall fully coordinate all contract activities with those activities of the OPH. As the work of the contractor progresses, the contractor shall make advice and information on matters covered by the contract available to the OPH throughout the effective period of the contract.

## **Anti-Kickback Provision**

The contractor hereby agrees to adhere to the mandates dictated by the Copeland “Anti-Kickback” Act which provides that each contractor shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

## **Federal Funds Requirements**

The contractor shall understand and agree that this contract may involve the expenditure of federal funds. Therefore, pursuant to federal government requirements, all contracts, subcontracts, and sub grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). Contractors shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163). The contractor shall understand and agree that this contract may involve the expenditure of federal funds. Therefore, pursuant to federal government requirements, all contracts, subcontracts, and sub grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. The provision shall require reporting of violations to the grant or agency and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). Contractors shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Attachments:

- A. DHH CF-1 Form
- B. DHH Contract Budget Form
- C. DHH Regional Map and SPOE Region
- D. Continuous Improvement and Focus Monitoring System Chart
- E. SPOE Performance Indicators
- F. SPOE Monthly Report
- G. Referrals by Region
- H. SPOE Monthly Invoice and Itemize Invoice
- I. Acronyms

**AGREEMENT BETWEEN STATE OF LOUISIANA  
DEPARTMENT OF HEALTH AND HOSPITALS**

Attachment A

Office of Public Health

**AND**

**FOR**

☐ Personal Services   ☐ Professional Services   ☐ Consulting Services   ☐ Social Services

<b>1) Contractor (Legal Name if Corporation)</b>	<b>5) Federal Employer Tax ID# or Social Security #</b> (11 digits)
<b>2) Street Address</b>	<b>6) Parish(es) Served</b>
<b>City and State</b>	<b>7) License or Certification #</b>
<b>3) Telephone Number</b>	<b>8) Contractor Status</b> Subrecipient: <input type="checkbox"/> Yes <input type="checkbox"/> No Corporation: <input type="checkbox"/> Yes <input type="checkbox"/> No For Profit: <input type="checkbox"/> Yes <input type="checkbox"/> No Publicly Traded: <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4) Mailing Address (if different)</b>	
<b>City and State</b>	<b>8a) CFDA#(Federal Grant #)</b>

**9) Brief Description Of Services To Be Provided:**

Include description of work to be performed and objectives to be met; description of reports or other deliverables and dates to be received (when applicable). In a consulting service, a resume of key contract personnel performing duties under the terms of the contract and amount of effort each will provide under terms of contract should be attached.

<b>10) Effective Date</b>	<b>11) Termination Date</b>
<b>12) This contract may be terminated by either party upon giving thirty (30) days advance written notice to the other party with or without cause but in no case shall continue beyond the specified termination date.</b>	
<b>13) Maximum Contract Amount</b>	
<b>14) Terms of Payment</b> If progress and/or completion of services are provided to the satisfaction of the initiating Office/Facility, payments are to be made as follows: (stipulate rate or standard of payment, billing intervals, invoicing provisions, etc.). Contractor obligated to submit final invoices to Agency within fifteen (15) days after termination of contract.	

<b>PAYMENT WILL BE MADE ONLY UPON APPROVAL OF:</b>	<table style="width:100%;"> <tr> <td style="width:70%;"><b>Name</b></td> <td style="width:30%;"></td> </tr> <tr> <td><b>Title</b></td> <td><b>Phone Number</b></td> </tr> </table>	<b>Name</b>		<b>Title</b>	<b>Phone Number</b>
<b>Name</b>					
<b>Title</b>	<b>Phone Number</b>				

**15) Special or Additional Provisions which are incorporated herein, if any (IF NECESSARY, ATTACH SEPARATE SHEET AND REFERENCE):**

**During the performance of this agreement, the Contractor hereby agrees to the following terms and conditions:**

1. Contractor hereby agrees to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. Contractor agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.
2. Contractor shall abide by the laws and regulations concerning confidentiality which safeguard information and the patient/client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of Contractor's obligations. (The Contractor shall establish, subject to review and approval of the Department, confidentiality rules and facility access procedures.)
3. The State Legislative Auditor, Office of the Governor, Division of Administration Auditors and Department Auditors or those designated by the Department shall have the option of auditing all accounts pertaining to this contract during the contract and for a three year period following final payment. Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Department of Health and Hospitals, Inspector General's Office, Federal Government and/or other such officially designated body the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the Department. Records will be made available during normal working hours.

Contractor shall comply with federal and state laws and/or DHH Policy requiring an audit of the Contractor's operation as a whole or of specific program activities. All audit fees and other costs associated with the audit shall be paid entirely by the Contractor. Audit reports shall be sent within thirty (30) days after the completion of the audit, but no later than six (6) months after the end of the audit period. If an audit is performed within the contract period, for any period, four **(4) copies** of the audit report shall be sent to the Department of Health and Hospitals, Attention: **Division of Fiscal Management, P.O. Box 91117, Baton Rouge, LA 70821-3797** and one **(1) copy** of the audit shall be sent to the **originating DHH Office**.

4. Contractor agrees to retain all books, records and other documents relevant to the contract and funds expended thereunder for at least four (4) years after final payment or as prescribed in 45 CFR 74:53 (b) whichever is longer. Contractor shall make available to the Department such records within thirty (30) days of the Department's written request and shall deliver such records to the Department's central office in Baton Rouge, Louisiana, all without expense to the Department. Contractor shall allow the Department to inspect, audit or copy records at the contractor's site, without expense to the Department. If Medicare reimbursable, these shall be made available to the Secretary, U.S. DHHS and the U.S. Comptroller General, and their representatives to certify the nature and extent of costs of services, as provided at Section 2440.4 of the Provider Reimbursement Manual (HIM 15-1).
5. Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without written consent of the Department thereto, provided, however, that claims for money due or to become due to Contractor from the Department under this contract may be assigned to a bank, trust company or other financial institution without advanced approval. Notice of any such assignment or transfer shall be promptly furnished to the State.
6. Contractor hereby agrees that the responsibility for payment of taxes from the funds received under this agreement shall be Contractor's. The contractor assumes responsibility for its personnel providing services hereunder and shall make all deductions for social security and withholding taxes, contributions for unemployment compensation funds, and shall maintain, at Contractor's expense, all necessary insurance for its employees, including but not limited to workers compensation and liability insurance.
7. In consideration for goods delivered or services performed, the Department shall make all checks payable to the contractor in the amounts and intervals as expressed or specified in the agreement. In cases where travel and

related expenses are required to be identified separate from the fee for services, such costs shall be in accordance with State Travel Regulations and are specified under "Special Provisions." The contract contains a maximum compensation which shall be inclusive of all charges including fees and travel expenses. When applicable, the amounts may be stated by category and then as a comprehensive total.

8. No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition of matter having the effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.
9. Should Contractor become an employee of the classified or unclassified service of the State of Louisiana during the effective period of the contract, Contractor must notify appointing authority of any existing contract with State of Louisiana and notify the contracting office of any additional state employment. This is applicable only to contracts with individuals.
10. Upon completion of this contract or if terminated earlier, all records, reports, work sheets or any other materials related to this contract shall become the property of the Department.
11. Contractor shall not enter into any subcontract for work or services contemplated under this agreement without obtaining prior written approval of the Department (which approval shall be attached to the original agreement). Any subcontracts approved by the Department shall be subject to conditions and provisions as the Department may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this agreement, such prior written approval shall not be required for the purchase by the contractor of supplies and services which are incidental but necessary for the performance of the work required under this agreement; and provided, further, however that no provisions of this clause and no such approval by the Department or any subcontract shall be deemed in any event or manner to provide for the incidence of any obligation of the Department beyond those specifically set forth herein. Further provided that no subcontract shall relieve the Contractor of the responsibility for the performance of any subcontractor.
12. Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, duly signed, and attached to the original of this agreement. No claim for services furnished or requested for reimbursement by Contractor, not provided for in this agreement, shall be allowed by the Department. This contract is not effective until approved by the required authorities of the Department and if contract exceeds \$20,000, the Director of the Office of Contractual Review in accordance with La. R.S. 39:1502. It is the responsibility of Contractor to advise the agency in advance if contract funds or contract terms may be insufficient to complete contract objectives.
13. In the event the Department determines that certain costs which have been reimbursed to Contractor pursuant to this or previous agreements are not allowable, the Department shall have the right to set off and withhold said amounts from any amount due the Contractor under this agreement for costs that are allowable.
14. This agreement is subject to and conditioned upon the availability and appropriation of Federal and/or State funds; and no liability or obligation for payment will develop between the parties until agreement has been approved by required authorities of the Department; and, if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration.

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

15. Any amendment to this agreement shall not be valid until it has been executed by the Undersecretary or Assistant Secretary or other designated authority of the Office which is a party to the contract, and the Contractor and approved by required authority of the Department; and; if contract exceeds \$20,000, the Director of the Office of Contractual Review, Division of Administration. Budget revisions in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.
16. Any contract disputes will be interpreted under applicable Louisiana laws in Louisiana administrative tribunals or district courts as appropriate.
17. Contractor will warrant all materials, products and/or services produced hereunder will not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of any such claim by any third party against DHH, the Department shall promptly notify Contractor in writing and Contractor shall defend such claim in DHH's name, but at Contractor's expense and shall indemnify and hold harmless DHH against any loss, expense or liability arising out of such claim, whether or not such claim is successful. **This provision is not applicable to contracts with physicians, psychiatrists, psychologists or other allied health providers solely for medical services.**
18. Contractor agrees that purchase of equipment under the terms of this agreement shall require prior approval of the Department and shall conform to bid and inventory requirements as set forth in the Property Control Manual for Contracting Agencies and which comply with the Louisiana Procurement Code and property control regulations.

Any equipment purchased under this agreement remains the property of the Contractor for the period of this agreement and future continuing agreements for the provision of the same services. For the purpose of this agreement, equipment is defined as any tangible, durable property having a useful life of at least (1) year and acquisition cost of \$250.00 or more. The contractor has the responsibility to submit to the Program Office Contract Monitor an inventory list of DHH equipment items when acquired under the contract and any additions to the listing as they occur. Contractor agrees that upon termination of contracted services, the equipment purchased under this agreement reverts to the State. Contractor agrees to deliver any such equipment to the State.
19. Contractor agrees to protect, indemnify and hold harmless the State of Louisiana, DHH, from all claims for damages, costs, expenses and attorney fees arising in contract or tort from this contract or from any acts or omissions of Contractor's agents, employees, officers or clients, including premises liability and including any claim based on any theory of strict liability. **This provision does not apply to actions or omissions for which LA R.S. 40:1299.39 provides malpractice coverage to the contractor, nor claims related to treatment and performance of evaluations of persons when such persons cause harm to third parties (R.S. 13:5108.1(E)). Further it does not apply to premise liability when the services are being performed on premises owned and operated by DHH.**
20. Any provision of this contract is severable if that provision is in violation of the laws of the State of Louisiana or the United States, or becomes inoperative due to changes in State and Federal law, or applicable State or Federal regulations.

21. Contractor agrees that the current contract supersedes all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

**THIS AGREEMENT CONTAINS OR HAS ATTACHED HERETO ALL THE TERMS AND CONDITIONS AGREED UPON BY THE CONTRACTING PARTIES. IN WITNESS THEREOF, THIS AGREEMENT IS SIGNED AND ENTERED INTO ON THE DATE INDICATED BELOW.**

**CONTRACTOR**

**CONTRACTOR**

**SIGNATURE** **DATE**

**NAME**

**TITLE**

**(Name of Regional Office, Facility)**

**SIGNATURE** **DATE**

**NAME**

**TITLE**

**STATE OF LOUISIANA  
DEPARTMENT OF HEALTH AND  
HOSPITALS**

Frederick P. Cerise, M.D., M.P.H. **DATE**

**(OFFICE NAME)**

**SIGNATURE** **DATE**

**NAME**

**TITLE**  
Assistant Secretary



### DHH CONTRACT BUDGET SUMMARY BUDGET FOR THIS PERIOD

**CONTRACTOR:** \_\_\_\_\_ **ID:** \_\_\_\_\_  
**FROM:** \_\_\_\_\_ **THROUGH:** \_\_\_\_\_

CATEGORIES	OBJECT DETAIL	TOTAL AMOUNT REQUIRED	SOURCE OF	FUNDS**
			APPLICANT & OTHER *	REQUESTED FROM DHH
1. PERSONAL SERVICES	(11)			
2. RELATED BENEFITS	(41)			
3. TRAVEL	(12)			
4. OPERATING SERVICES	(13)			
5. SUPPLIES	(14)			
6. PROFESSIONAL SVCS	(15)			
7. CAPITAL ASSETS	(16)			
8. ADMINISTRATIVE	(17)			
9. MEDICATIONS	(24)			
10.	( )			
* TOTAL COST				

NOTE: Other object details may be used as appropriate. The details used are only an example.

\* SOURCES OF FUNDS - APPLICANT AND OTHER

A. APPLICANT'S FUNDS

B. OTHER SOURCES (IDENTIFY EACH SOURCE SEPARATELY)

1.

2.

\*\* IF FUNDING IS FEDERAL AND STATE COMBINED, PLEASE LIST BREAKDOWN BELOW. THE FEDERAL AND STATE COLUMNS SHOULD TOTAL "REQUESTED FROM DHH" COLUMN.

**		Federal Dollars	State Dollars	Other
Personal Services	(11)			
Related Benefits	(41)			
Travel	(12)			
Operating Services	(13)			
Supplies	(14)			
Professional Services	(15)			
Capital Assets	(16)			
Administrative	(17)			
Medications	(24)			
Total	( )			



**INSTRUCTIONS:** Show justification for specific items or categories listed in Budget on last page of this attachment. The justifications should clearly indicate that the items being requested are essential to the achievement of the state program description. Enter the total amount required for each item in Column 1: show the expected source of funding for this amount in Columns 2 and 3.

COLUMN #	1	2	3	
DETAILED BUDGET FOR THIS PERIOD (Continued)	OBJ DET	TOTAL AMOUNT REQUIRED	SOURCE OF	FUNDS
			APPLICANT AND OTHER	REQUESTED FROM DHH
2. Related Benefits List Benefits and amounts:	(41)			
CATEGORY TOTAL		\$	\$	\$
3. Travel Travel will be reimbursed according to LA State Travel Regulations-PPM 49.	(12)			
CATEGORY TOTAL		\$	\$	\$
4. Operating Services	(13)			
CATEGORY TOTAL		\$	\$	\$
5. Supplies	(14)			
CATEGORY TOTAL		\$	\$	\$

COLUMN #	1	2	3	
DETAILED BUDGET FOR THIS PERIOD (Continued)	OBJ DET	TOTAL AMOUNT REQUIRED	SOURCE OF	FUNDS
			APPLICANT AND OTHER	REQUESTED FROM DHH
6. Professional Services	(15)			
CATEGORY TOTAL		\$	\$	\$
7. Capital Assets	(16)			
CATEGORY TOTAL		\$	\$	\$
8. Indirect Costs	(17)			
CATEGORY TOTAL		\$	\$	\$
9.	( )			
CATEGORY TOTAL		\$	\$	\$
10.	( )			
CATEGORY TOTAL		\$	\$	\$

### **BUDGET JUSTIFICATION**

**INSTRUCTIONS:** Show justification below, by budget category, for specific items listed above in the detailed budget for which the need is not self-evident. Justification should indicate why the items requested are essential to the achievement of the state project objectives and the conduct of the proposed procedures.

## Region 7 Shreveport



Region 1	Orleans, St. Bernard, Jefferson and Plaquemine Parishes
Region 2	E. Baton Rouge, W. Baton Rouge, E. Feliciana, W. Feliciana, Pointe Coupee, Iberville, and Ascension Parishes
Region 3	Assumption, St. John, St. Charles, St. James, Terrebonne, Lafourche, and St. Mary Parishes
Region 4	Lafayette, Iberia, St. Martin, Vermilion, St. Landry, Evangeline and Acadia Parishes
Region 5	Cameron, Calcasieu, Beauregard, Jefferson Davis and Allen Parishes
Region 6	Vernon, Rapides, Winn, Grant, LaSalle, Catahoula, Concordia and Avoyelles Parishes
Region 7	Caddo, Bossier, Webster, Claiborne, Bienville, Natchitoches, Sabine, De Soto, and Red River Parishes
Region 8	Ouachita, Union, Jackson, Lincoln, Caldwell, Morehouse, W. Carroll, E. Carroll, Richland, Franklin, Tensas, and Madison Parishes
Region 9	St. Tammany, Livingston, Tangipahoa, Washington, and St. Helena Parishes

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and to ensure that the State of Louisiana is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Louisiana and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Louisiana prior to establishing any new subcontracting arrangements and before changing any subcontractors.

## **Continuous Improvement and Focus Monitoring System**

### **Expectations of Compliance Improvement**

If your current overall compliance level is Level 4 then your SPOE is expected to:

- Improve your compliance level to Level 2 in 3 months
- Improve your compliance level to Level 1 in 6 months

If your current overall compliance level is level 3 then your SPOE is expected to:

- Improve your compliance level to Level 2 in 3 months
- Improve your compliance level to Level 1 in 6 months

If your current overall compliance level is level 2 then your SPOE is expected to:

- Improve your compliance level to Level 1 in 6 months

### **Lead Agency Sanctions after Follow-up Monitoring**

If compliance level is not improved at the 3month follow-up monitoring, the agency is placed in an At Risk of Default on Contractual Obligations Status. The agency will receive a Notice of Warning and be listed on the Early Steps website as an At Risk agency, and a portion of payment will be withheld.

If significant improvement is not made at the 6 month monitoring, the agency will be considered in default of contract and OPH will proceed to contract cancellation.

All agencies are expected to complete the following:

1. Review Final Report of Monitoring.
2. Schedule meeting with Regional Coordinator to discuss report and plan technical assistance.
3. Complete and return Letter of Assurance to Quality Assurance Specialist (QAS) no later than 14 days following the date of this report.
4. Meet with Regional Coordinator to discuss the Corrective Action Plan (see attached) related to the areas of noncompliance. Develop the Corrective Action Plan.
5. Complete the Corrective Action Plan and return to Quality Assurance Specialist no later than 30 calendar days following the date of this report.
6. Review all new child records using Early Steps Monitoring Forms
7. Correct all identified non-compliance.
8. Complete Corrective Action Plan Monthly Progress Report and send to your Regional Coordinator and Arlette Armour by the 5th of each month.
9. Complete required elements of Corrective Action Plan.

## Monitoring Levels of Compliance and Sanctions Imposed

Monitoring Level of Compliance	Category of Compliance	Performance	Sanctions Imposed
100% - 95%	1	Acceptable Performance/ Minimal Intervention	Review Monitoring Status Report Complete and return Letter of Assurance by due date Review all new records using Monitoring Form Report findings to OPH and Regional Coordinator Correct all identified non compliance issues Complete Technical Assistance and Corrective Action Plan <b>Receive Level 1 Recognition</b>
94% – 80%	2	Some Intervention Needed	Review Monitoring Status Report Complete and return Letter of Assurance by due date Review all new records using Monitoring Form Report findings to OPH and Regional Coordinator Correct all identified non compliance issues Complete Technical Assistance and Corrective Action Plan <b>Receive Level 2 Recognition</b> <b>Follow up Monitoring at 3 and 6 months</b>
79% - 50%	3	Significant Intervention Needed	Review Monitoring Status Report Complete and return Letter of Assurance by due date Review all new records using Monitoring Form Report findings to OPH and Regional Coordinator Correct all identified non compliance issues Complete Technical Assistance and Corrective Action Plan <b>Follow up Monitoring at 3 and 6 months</b>
49% and below	4	Unacceptable Performance	Review Monitoring Status Report Complete and return Letter of Assurance by due date Review all new records using Monitoring Form Report findings to OPH and Regional Coordinator Correct all identified non compliance issues Complete Technical Assistance and Corrective Action Plan <b>Follow up Monitoring at 3 and 6 months</b>



**IFSP Timeline Monitoring**

As stated above, the QAS will send a report listing cases that have exceeded the 45-day timeline. SPOE personnel are responsible for reviewing the report, correcting any data discrepancies, and submitting a response to Central Office explaining why a case has exceeded timelines.

SPOE agencies should monitor timelines following the steps listed below.

1. Run a report listing active days from referral to IFSP for all children
2. Identify children exceeding the 45 day timeline
3. Identify reason for delay in timeline
4. Update information accordingly; ensure entry of justification in data system

On a quarterly basis, the QAS will send an additional report listing cases that have exceeded the 45-day timeline. SPOE personnel are responsible for reviewing the report, correcting any data discrepancies, and submitting a response to Central Office explaining why a case has exceeded timelines. (See attached form)

According to the April 2005 Early Steps Practice Manual, Chapter 5: Eligibility Determination (Evaluation) and Assessment, Timelines for Evaluation and Assessment, p.45:

The evaluation for eligibility and initial assessment of the child (including the family assessment) must be completed within 45 calendar days of the initial contact with the Part C system.

Only the family may exceed the 45-day timeline. For example, the family may choose to take more time to consider their options in the Part C system. In addition, a delay in the process may occur due to hospitalization of the child. These situations must be thoroughly documented in the child's Early Intervention Record. Some examples of unacceptable circumstances for exceeding the forty-five day timeline include: waiting for a physician referral for assessment; waiting for an assessment from another provider; or being unable to contact family because they do not have a telephone.

Acceptable reasons for extending the 45-day timeline:

- Child is ill or hospitalized
- Family requests additional time for decision-making.
- Family emergency

These must be clearly documented. The 45-day timeline does not "restart" at Day one. Therefore the timeline will seem shortened; due to the "restarted" activities, the SPOE will have fewer days before reaching the 45-day timeline. (For example, child is referred May 1 and forty-five days later is June 14. The child is hospitalized on day 8 for two weeks. On May 22, the intake activities resume with the 45-day timeline ending on June 14th.)

### ***Expectations of Timeline Compliance Improvement and Sanctions***

**If your current timeline compliance level is Level 4 then your SPOE is expected to:**

- Improve your compliance level to *Level 2* in *3 months*
- Improve your compliance level to *Level 1* in *3months*

**If your current timeline compliance level is level 3 then your SPOE is expected to:**

- Improve your compliance level to *Level 2* in *3 months*
- Improve your compliance level to *Level 1* in *3months*

**If your current timeline compliance level is level 2 then your SPOE is expected to:**

- Improve your compliance level to *Level 1* in *3 months*

## IFSP Timeline Monitoring

Level of Compliance	Category of Compliance	Performance	Sanctions Imposed
100% - 95%	1	Acceptable Performance/ Minimal Intervention	<ul style="list-style-type: none"> <li>Review Report</li> <li>Complete and return Explanation of Timeline Delinquency according to the scheduled due date</li> <li>Verify data and correct all data errors causing 45 day timeline delay</li> <li>Provide justification in data system for delay in timelines</li> <li><b>Receive Level 1 Recognition</b></li> </ul>
94% – 90%	2	Some Intervention Needed	<ul style="list-style-type: none"> <li>Review Report</li> <li>Complete and return Explanation of Timeline Delinquency according to the scheduled due date</li> <li>Verify data and correct all data errors causing 45 day timeline delay</li> <li>Provide justification in data system for delay in timelines</li> <li><b>Receive Level 2 Recognition</b></li> <li><b>Improvement to Level 1 expected by following Quarter</b></li> </ul>
89% - 80%	3	Significant Intervention Needed	<ul style="list-style-type: none"> <li>Review Report</li> <li>Complete and return Explanation of Timeline Delinquency according to the scheduled due date</li> <li>Verify data and correct all data errors causing 45 day timeline delay</li> <li>Provide justification in data system for delay in timelines</li> <li>Submit a Corrective Action Plan (CAP) on a monthly basis addressing steps to correct timeline delays; submit (CAP) with SPOE Monthly Report due on the 5<sup>th</sup> of each month</li> <li><b>Receive Level 3 Recognition</b></li> <li><b>Improvement to Level 1 or 2 expected by following Quarter</b></li> </ul>
79% and below	4	Unacceptable Performance	<ul style="list-style-type: none"> <li>Review Report</li> <li>Complete and return Explanation of Timeline Delinquency according to the scheduled due date</li> <li>Verify data and correct all data errors causing 45 day timeline delay</li> <li>Provide justification in data system for delay in timelines</li> <li>Submit a Corrective Action Plan (CAP) on a monthly basis addressing steps to correct timeline delays; submit (CAP) with SPOE Monthly Report due on the 5<sup>th</sup> of each month</li> <li><b>Receive Level 4 Recognition</b></li> <li><b>Improvement to Level 1, or 2 expected by following Quarter</b></li> </ul>

## SPOE PERFORMANCE INDICATORS

Number	Responsibility	Performance Indicators
1	Processing referrals received to determine eligibility.	<p>Percentage of referrals processed within two (2) business days.</p> <p>Percentage of initial contact with families within ten (10) business days.</p> <p>Parent CQI survey results are within acceptable program parameters.</p> <p>Self Assessments are within acceptable program parameters.</p>
2	Assisting parents of eligible children in gaining access to all services identified in the Individualized Family Service Plan.	<p>Percentage of children processed from referral to initial IFSP within 45 days.</p> <p>Parent CQI survey results are within acceptable program parameters.</p> <p>Self Assessments are within acceptable program parameters.</p>
3	Ensuring appropriate IFSP teams are established to determine appropriate levels of services with resources available to region in context of a consultative model and in a cost efficient manner.	<p>Average cost of services within service guidelines.</p> <p>Parent CQI survey results are within acceptable program parameters.</p> <p>Self Assessments are within acceptable program parameters.</p>
4	Ensuring the services listed on the IFSP is appropriately identified to meet the individual child and family outcome.	<p>Average cost of services within service guidelines.</p> <p>Parent CQI survey results are within acceptable program parameters.</p> <p>Self Assessments are within acceptable program parameters.</p>
5	Coordinating the provision of early intervention services and other services (such as medical services for purposes other than diagnostic and evaluation reasons) that the child needs or is being provided in a consultative model of service delivery. Maximizing the use of community supports and resources, i.e. mental health, local education agencies, social services, etc.	<p>Parent CQI survey results are within acceptable program parameters.</p> <p>Self Assessments are within acceptable program parameters.</p>
6	Facilitating the timely delivery of available services.	<p>Parent CQI survey results are within acceptable program parameters.</p> <p>Self Assessments are within acceptable program parameters.</p>
7	Continuously seeking the appropriate services and situations necessary to benefit the development of each child being served for the duration of the child's eligibility. Maximizing the use of community supports and resources, i.e. mental health, local education agencies, social services, etc.	<p>Parent CQI survey results are within acceptable program parameters.</p> <p>Self Assessments are within acceptable program parameters.</p>
8	Ensuring child is appropriately transitioned.	<p>Percentage of children transition meetings occurred on time.</p> <p>Parent CQI survey results are within acceptable program parameters.</p> <p>Self Assessments are within acceptable program parameters.</p>

## Early Steps SPOE Monthly Report

Name of SPOE

Month/Year

Due 5<sup>th</sup> day of the month electronically to Arlette Armour in Central Office and your Regional Coordinator

APR Cluster Area	APR Probe	Description of Activities/ Contractual Obligations	Issues/Concerns	Technical Assistance Provided and By Whom	Further Action Needed and By Whom
<b>General Supervision</b>  <i>Is effective general supervision of the implementation of the IDEA ensured through the Lead agency's utilization of mechanisms that result in all eligible infants and toddlers and their families having an opportunity to receive early intervention services in natural environments?</i>	<i>GSI – Do the general supervision instruments and procedures (including monitoring, complaint, and hearing resolution, et.), used by the LA, identify and correct IDEA noncompliance in a timely manner?</i>	Implementation of Correction Action Plans			
	<i>GSII – Do State procedures and practices ensure collection and reporting of accurate and timely data?</i>	Data Input and Verification			

APR Cluster Area	APR Probe	Description of Activities/ Contractual Obligations	Issues/Concerns	Technical Assistance Provided and By Whom	Further Action Needed and Whom
<b>Comprehensive Public Awareness and Child Find System</b>  <i>Does the implementation of a comprehensive, coordinated Child Find system result in the identification of all eligible infants and toddlers?</i>	<b>CCI</b> <i>Is the percentage of eligible infants and toddlers with disabilities that are receiving Part C services comparable to State and national data for the percentage of infants and toddlers with developmental delay?</i>	Referral and Eligibility Process  <u>Referrals</u> Total Number of referrals 0-3 = ____  <u>Eligibility</u> Total Number of 0-3 eligible children = ____  Total Number of 0-3 non-eligible children = ____			
	<b>CCII</b> <i>Is the percentage of eligible infants and toddlers under the age of one that are receiving Part C services comparable with State and national data?</i>	Referral and Eligibility Process  <u>Referrals</u> Total Number of referrals 0-1 = ____  <u>Eligibility</u> Total Number of 0-1 eligible children = ____  Total Number of 0-3 non-eligible children = ____			

APR Cluster Area	APR Probe	Description of Activities/ Contractual Obligations	Issues/Concerns	Technical Assistance Provided and By Whom	Further Action Needed and By Whom
<b>Family Centered Services</b>  <i>Do family supports, services and resources increase the family's capacity to enhance outcomes for infants and toddlers and their families?</i>	<i>Do family supports, services and resources increase the family's capacity to enhance outcomes for infants and toddlers and their families?</i>	IFSP Process (Include Supports, Services and Resources)			





APR Cluster Area	APR Probe	Description of Activities/ Contractual Obligations	Issues/Concerns	Technical Assistance Provided and By Whom	Further Action Needed and By Whom
<b>Transition</b>  <i>Do all children exiting Part C receive the transition planning necessary to support the child's transition to preschool and other appropriate community services by their third birthday?</i>	<i>Do all children exiting Part C receive the transition planning necessary to support the child's transition to preschool and other appropriate community services by their third birthday?</i>	Transition Process (Include notices, and meetings held by SPOE)  Total Number of Transition Meetings Held by SPOE = _____			

## Referrals by Region

<b>Regions</b>	<b>Avg. Yearly Referrals (7/1/03 – 4/30/05)</b>
Region 1	1365
Region 2	992
Region 3	817
Region 4	909
Region 5	491
Region 6	485
Region 7	1181
Region 8	1351
Region 9	826
<b>Total</b>	<b>8417</b>

## FTE Recommendations

<b>Regions</b>	<b>ISC</b>	<b>EI Consultant(s)</b>	<b>ISC Supervisor</b>
Region 1	5	2	1
Region 2	3	2	1
Region 3	3	1	1
Region 4	3	2	1
Region 5	2	1	1
Region 6	2	1	1
Region 7	4	2	1
Region 8	5	1	1
Region 9	3	1	1
<b>Total</b>	<b>30</b>	<b>13</b>	<b>9</b>

<b>Personnel</b>	<b>FTE Calculations</b>
IC	<ul style="list-style-type: none"> <li>Minimum caseload per month = 25</li> <li>25 referrals X12 = 300 referrals per year per IC</li> <li>Total average referrals by region (7/1/03-4/30/05)/300 = FTE Recommendations</li> </ul>
ICS Supervisor	<ul style="list-style-type: none"> <li>For every 8 IC = 1 IC Supervisor</li> </ul>
EI Consultant	<ul style="list-style-type: none"> <li>For every 900 referrals = 1 EI Consultant</li> </ul>

# ATTACHMENT G

**Regional Data Information Chart**

<b>Regions</b>	<b>Census 2000 Children 0-3 Years of Age</b>	<b>2% OSEP Definition</b>	<b>3% OSEP Definition</b>	<b>Average Yearly IFSPs Child Count (7/1/03 – 4/30/05)</b>	<b>Actual % Served</b>
<b>Region I</b>					
Orleans	26801	536	804	480	1.8
St. Bernard	3350	67	101	51	1.6
Jefferson	24190	484	726	359	1.5
Plaquemine	1589	32	48	12	0.8
<b>Total</b>	<b>55930</b>	<b>1119</b>	<b>1679</b>	<b>902</b>	<b>1.7</b>
<b>Region II</b>					
E. Baton Rouge	23337	467	700	328	1.4
E. Feliciana	1144	23	34	9	0.8
W. Feliciana	526	11	17	9	1.8
Pointe Coupee	1269	25	38	19	1.5
W. Baton Rouge	1197	24	36	12	1
Iberville	1735	35	52	15	0.9
Ascension	4993	100	150	88	1.8
<b>Total</b>	<b>34201</b>	<b>685</b>	<b>1027</b>	<b>480</b>	<b>1.4</b>

Regions	Census 2000 Children 0-3 Years of Age	2% OSEP Definition	3% OSEP Definition	Average Yearly IFSPs Child Count (7/1/03 – 4/30/05)	Actual % Served
<b>Region III</b>					
Assumption	1301	26	39	37	2.9
St. John	2752	55	83	57	2.1
St. Charles	2793	56	84	66	2.4
St. James	1167	23	35	25	2.2
Terrebonne	6269	125	188	134	2.2
Lafourche	4944	99	148	145	3
St. Mary	3185	64	96	49	1.6
<b>Total</b>	<b>22411</b>	<b>448</b>	<b>673</b>	<b>513</b>	<b>2.3</b>
<b>Region IV</b>					
Lafayette	10977	220	329	177	1.7
Iberia	4696	94	141	74	1.6
St. Martin	3009	60	90	41	1.4
Vermilion	3124	62	94	44	1.4
St. Landry	5490	110	165	86	1.6
Evangeline	2249	45	67	26	1.2
Acadia	3656	73	110	49	1.4
<b>Total</b>	<b>33201</b>	<b>664</b>	<b>996</b>	<b>497</b>	<b>1.5</b>

Regions	Census 2000 Children 0-3 Years of Age	2% OSEP Definition	3% OSEP Definition	Average Yearly IFSPs Child Count (7/1/03 – 4/30/05)	Actual % Served
<b>Region V</b>					
Cameron	548	11	16	10	1.9
Calcasieu	10603	212	318	192	1.9
Jefferson Davis	1902	38	57	34	1.8
Beauregard	1803	37	55	28	1.6
Allen	1312	26	39	14	1.1
<b>Total</b>	<b>16168</b>	<b>324</b>	<b>485</b>	<b>278</b>	<b>1.8</b>
<b>Region VI</b>					
Vernon	4063	81	122	43	1.1
Rapides	7134	143	214	98	1.4
Winn	824	16	25	9	1.1
Grant	1072	21	32	11	1.1
LaSalle	721	14	22	6	0.9
Catahoula	552	11	17	9	1.7
Concordia	1166	23	35	9	0.8
Avoyelles	2278	46	68	94	3.4
<b>Total</b>	<b>17810</b>	<b>355</b>	<b>535</b>	<b>279</b>	<b>1.6</b>

<b>Regions</b>	<b>Census 2000 Children 0-3 Years of Age</b>	<b>2% OSEP Definition</b>	<b>3% OSEP Definition</b>	<b>Average Yearly IFSPs Child Count (7/1/03 – 4/30/05)</b>	<b>Actual % Served</b>
<b>Region VII</b>					
Caddo	14012	280	420	214	1.6
Bossier	5931	119	178	90	1.6
Webster	2157	43	65	17	0.8
Claiborne	817	16	25	7	0.9
Bienville	805	16	24	19	2.4
Natchitoches	2212	44	66	50	2.3
Sabine	1231	25	37	12	1
De Soto	1412	28	42	23	1.7
Red River	569	11	17	5	0.9
<b>Total</b>	<b>29146</b>	<b>582</b>	<b>874</b>	<b>437</b>	<b>1.5</b>

Regions	Census 2000 Children 0-3 Years of Age	2% OSEP Definition	3% OSEP Definition	Average Yearly IFSPs Child Count (7/1/03 -4/30/05)	Actual % Served
<b>Region VIII</b>					
Ouachita	8455	169	254	190	2.3
Union	1294	26	39	19	1.5
Jackson	790	16	24	8	1.1
Lincoln	2059	41	62	44	2.2
Caldwell	499	10	15	7	1.4
Morehouse	1746	35	52	35	2
West Carroll	594	12	18	17	2.9
East Carroll	572	11	17	11	2
Richland	1265	25	38	27	2.2
Franklin	1222	24	37	20	1.7
Tensas	345	7	10	9	2.6
Madison	895	18	27	10	1.2
<b>Total</b>	<b>19736</b>	<b>394</b>	<b>593</b>	<b>397</b>	<b>2.1</b>
<b>Region IX</b>					
St. Tammany	10726	215	322	218	2.1
Livingston	5565	111	167	101	1.9
Tangipahoa	5770	115	173	94	1.7
Washington	2514	50	75	50	2
St. Helena	623	12	19	7	1.2
<b>Total</b>	<b>25198</b>	<b>503</b>	<b>756</b>	<b>470</b>	<b>1.9</b>



**EarlySteps - System Point of Entry  
Monthly Invoice  
CFMS # \_\_\_\_\_**

**Agency Name** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Email** \_\_\_\_\_

**SPOE Region** \_\_\_\_\_ **Month** \_\_\_\_\_ **Date** \_\_\_\_\_

Categories	Approved Amount	Monthly Expenses	Balance
Personnel			
Related Benefits			
Travel			
Operating Expenses			
Supplies			
Professional Services			
Capital Assets			
Administrative			
Total			

*Note: Please itemize each category monthly expenses based on the approved contract.*

Authorized Representative Signature: \_\_\_\_\_





**ITEMIZED INVOICE FOR:**                      **Contract #** \_\_\_\_\_

**(11) Personnel**

**Total**                      \$

**(41) Fringe Benefits**

**Total**                      \$

**(12) Travel (in state, out-of-state)**

**Total**                      \$

**(13) Operating Expense**

**Total**                      \$

**(14) Supplies (office, etc)**

**Total**                      \$

**(15) Professional Svcs**

**Total**                      \$

**(16) Capital Assets**

**Total**                      \$

**() Administrative**                      \$

**TOTAL INVOICE**                      \$ \_\_\_\_\_

Acronyms

- A. IDEA- Individuals with Disabilities Education Act
- B. SPOE- System Point of Entry
- C. FERPA- Family Educational Rights and Privacy Act
- D. BCSS- Bureau of Community Supports and Services
- E. CFO- Central Finance Office
- F. OSEP- Office of Special Education Programs, US Department of Education
- G. CIFMS- Continuous Improvement and Focus Monitoring System
- H. IFSP- Individualized Family Service Plan
- I. FSC- Family Support Coordinator (formerly known as Family Service Coordinator)
- J. EIS- Early Intervention System